

File

MEMORANDUM

TO: JOSEPH NOONAN, ASSISTANT DIRECTOR FOR
MANAGEMENT AND BUDGET

FROM: TERESA M. GANNON

DATE: JANUARY 9, 1992

SUBJECT: ALLSTON LANDING LIMITED PARTNERSHIP
121A APPLICATION - FILING FEE

Enclosed please find checks in the amounts of
\$5,000.00 and \$2,500.00, totalling \$7,500.00,
both from Palmer & Dodge - filing fee for 121A
Application of Allston Landing Limited Partnership
(Genzyme).

Enclosures

PALMER & DODGE

One Beacon Street
Boston, Massachusetts 02108

Telephone: (617) 573-0100

Facsimile: (617) 227-4420
Telex: 951104

January 9, 1992

Boston Redevelopment Authority
One City Hall Square
Room 900
Boston, Massachusetts 02201

Enclosed is a check in the amount of \$5,000 in payment the Chapter 121A Application filing fee for Allston Landing Limited Partnership. Please sign the enclosed copy of this letter to indicate receipt.

Yours truly,

Cynthia W. Shanks

Cynthia W. Shanks
Legal Assistant

CHECK NO.	CHECK DATE	VENDOR NO.
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1.8.92

genzyme

P.O. BOX 1016
CAMBRIDGE, MA 02142
617-252-7500

5-39/110

CHECK NO. 049581

THE FIRST NATIONAL BANK
OF BOSTON
BOSTON, MA 02110

Five thousand

02/10

CHECK AMOUNT

\$ 5,000.00

PAY
TO THE
ORDER OF

Boston Redevelopment Authority

[Signature]

AUTHORIZED SIGNATURE

⑈049581⑈ ⑈011000390⑈530⑈53547⑈

BOSTON REDEVELOPMENT
AUTHORITY

JAN 9 9 28 AM '92

PALMER & DODGE

One Beacon Street
Boston, Massachusetts 02108

Telephone: (617) 573-0100

Facsimile: (617) 227-4420
Telex: 951104

January 9, 1992

VIA MESSENGER

Boston Redevelopment Authority
Room 900
One City Hall Square, 9th Floor
Boston, MA 02201

Attention: Paul McCann

Dear Paul:

Enclosed is a check in the amount of \$2,500.00 for the balance of the filing fee for the Chapter 121A Application for Allston Landing Limited Partnership.

Cordially,

David

David E. Bidart

PALMER & DODGE
ONE BEACON STREET
BOSTON, MA 02108

BANK OF BOSTON
FIRST NATIONAL BANK OF BOSTON
BOSTON, MA
5-39/110

7800

EXACTLY***2500*DOLLARS AND*00*CENTS

PAY

DATE

AMOUNT

BOSTON REDEVELOPMENT AUTHORITY

09 JAN 1992

\$ 2,500.00

TO
THE
ORDER
OF

PALMER DODGE

AUTH. SIG.

David A. Bidart

⑈007800⑈ ⑆011000390⑆ 517 70374⑈

APPLICATION OF ALLSTON LANDING LIMITED PARTNERSHIP FOR
APPROVAL TO UNDERTAKE AN URBAN REDEVELOPMENT PROJECT
IN BOSTON UNDER CHAPTER 121A OF THE GENERAL LAWS AND
CHAPTER 652 OF THE ACTS OF 1960, AS AMENDED.

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APPLICATION OF ALLSTON LANDING LIMITED PARTNERSHIP FOR
APPROVAL TO UNDERTAKE AN URBAN REDEVELOPMENT PROJECT IN BOSTON
UNDER CHAPTER 121A OF THE GENERAL LAWS AND
CHAPTER 652 OF THE ACTS OF 1960, AS AMENDED.

The undersigned (the "Applicant") hereby applies to the Boston Redevelopment Authority (the "Authority") pursuant to Chapter 121A of the General Laws ("Chapter 121A"), Chapter 652 of the Acts of 1960, as amended ("Chapter 652"), and the Rules and Regulations issued by the Authority, for authorization and approval by the Authority of the Applicant's undertaking an urban redevelopment Project (the "Project") to be constructed, operated and maintained on the premises (the "Project Area") described in Section 2 hereof.

1. Applicant and Proposed Chapter 121A Entity Information

a. Name, business address, occupation and bank references of Applicant:

<u>Applicant</u>	<u>Address</u>	<u>Occupation</u>	<u>Bank Reference</u>
Allston Landing Limited Partnership	One Kendall Square Cambridge, MA 02139	Lessee, and Sublandlord of the Project Area	First National Bank of Boston 100 Federal Street, Boston, MA 02110 Attention: Laura B. Erickson

All notices and requests by authority in connection with this Application should be sent to:

Allston Landing Limited Partnership
One Kendall Square
Cambridge, MA 02139
Attention: Henry Fitzgerald

with a copy to:

Palmer & Dodge
One Beacon Street
Boston, MA 02108
Attention: David E. Rideout

- b. Name, address and telephone number of Applicant's attorney:

Palmer & Dodge
One Beacon Street
Boston, MA 02108
Attention: David E. Rideout
(617) 573-0370

- c. Project consultants to Applicant:

Architectural Resources Cambridge Inc. Architects
140 Mount Auburn Street
Cambridge, MA 02138
Tel: 617-547-2200

United Engineers & Constructors Inc. Process Engineers
100 Summer Street
Boston, MA 02110
Tel: 617-338-6000

Turner Construction Co. Construction Manager
855 Boylston Street
Boston, MA 02116
Tel: 617-247-6400

Vanasse Hangen Brustlin, Inc. Permitting Engineers
101 Walnut Street
Watertown, MA 02172
Tel: 617-924-1770

- d. Description of proposed Chapter 121A entity. The owner of the Project (the "Owner") will be Allston Landing Limited Partnership, a limited partnership organized pursuant to the laws of the Commonwealth of Massachusetts. The general partner of the Owner is Allston Landing Corporation, a Massachusetts corporation. Allston Landing Corporation is a wholly owned subsidiary of Genzyme Corporation, also a Massachusetts corporation. The certificate of limited partnership of the Owner is filed herewith as Appendix A.
- e. Statement of no real estate tax arrearage. Neither the Applicant nor any of its principals own property in the City of Boston on which real estate taxes are in arrears.
- f. Statement of no legal judgments or actions pending with respect to the Project. The Applicant knows of no legal judgments or actions pending which concern the Project or which might adversely impair the ability of the Owner to go forward with the Project in accordance with the development schedule set forth herein.

- g. Statement of no other 121A agreements. Neither the Applicant nor any of its principals have entered into other 121A agreements with the Authority.

2. Project Area

a. Description of the Project Area

The Project Area consists of approximately 8.96 acres of real property in Boston at the corner of Western Avenue and Soldiers Field Road. The Project Area is owned by the Massachusetts Turnpike Authority and will be leased to the Owner under a ground lease having a term longer than the period of exemption under Chapter 121A being sought by this Application. The Project Area is shown on the plan of the Project Area filed herewith as Appendix B. The perimeter plan of the Project Area is filed herewith as Appendix B-1.

The Project Area is more particularly described as follows:

A certain parcel of land situated on the southerly side of Western Avenue in the City of Boston (Allston District), in the County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point in the southerly line of Western Avenue at the northeasterly corner of the parcel of land hereinafter described, said point being the northwesterly corner of Lot 8 as shown on Land Court Plan No. 21781-E; thence

S 06° 30' 13" E A distance of two hundred fifty and three hundredths feet (250.03') to a point; thence

N 83° 17' 27" E A distance of one hundred thirty one and twenty seven hundredths feet (131.27') to a point in the westerly line of Soldiers Field Road, the previous two (2) lines bounding on said Lot 8; thence

Southerly And curving to the left along the arc of a curve having a radius of three thousand seventy four and fifty hundredths feet (3074.50'), a length of one hundred forty seven and eighty one hundredths feet (147.81') to a point; thence

S 06° 42' 33" E A distance of four hundred fourteen and eight hundredths feet (414.08') to a point, the previous two (2) courses bounding on said Soldiers Field Road; thence

Southerly And curving to the right along the arc of a curve having a radius of two hundred and no hundredths feet (200.00'), a length of one hundred twenty five and ninety nine hundredths feet (125.99') to a point; thence

- Westerly And curving to the right along the arc of a curve having a radius of eighty nine and no hundredths feet (89.00'), a length of one hundred sixty two and one hundredth feet (162.01') to a point; thence
- N 46° 19' 00" W A distance of one hundred four and forty seven hundredths feet (104.47') to a point; thence
- Westerly And curving to the left along the arc of a curve having a radius of two hundred and no hundredths feet (200.00'), a length of two hundred twenty three and fifteen hundredths feet (223.15') to a point; thence
- Southwesterly And curving to the left along the arc of a curve having a radius of three hundred six and no hundredths feet (306.00'), a length of forty nine and twenty nine hundredths feet (49.29') to a point; thence
- Southwesterly And curving to the left along the arc of a curve having a radius of five hundred thirty eight and no hundredths feet (538.00'), a length of one hundred fourteen and ten hundredths feet (114.10') to a point; thence
- Northeasterly And curving to the left along the arc of a curve having a radius of two hundred and no hundredths feet (200.00'), a length of one hundred seventy seven and sixty one hundredths feet (177.61') to a point; thence
- N 02° 30' 24" W A distance of six hundred fifty one and sixty hundredths feet (651.60') to a point; thence
- Northwesterly And curving to the left along the arc of a curve having a radius of fifty five and no hundredths feet (55.00'), a length of ninety and twenty three hundredths feet (90.23') to a point in the southerly line of said Western Avenue; thence
- N 83° 29' 47" E A distance of three hundred eighty eight and no hundredths feet (388.00') along the southerly line of said Western Avenue to the point of beginning

The above described parcel of land contains an area of 8.96 acres more or less and is more particularly shown as 'Project Area' on a plan entitled: "Plan of Land in Boston, Massachusetts. Scale: 100 feet to an inch, dated January 3, 1992, prepared for Allston Landing Limited Partnership, prepared by Vanasse Hangen Brustlin, Inc., 101 Walnut Street, Watertown, MA.

The Project Area may be expanded in the future by Authority approval of an application for amendment of the Chapter 121A approval of the Project to include expansion parcels to the south and west of the Project Area as to which the Owner will have leasing rights under its lease from the Massachusetts Turnpike Authority.

b. Statement that the Project Area is a blighted open and decadent area

The Project Area is a blighted open area, detrimental to the sound growth of the Allston-Brighton community and the City of Boston because it would be unduly costly to develop it soundly through the ordinary operations of private enterprise by reason of (i) its isolation from surrounding neighborhoods by a turnpike ramp and access way, actively used trucking and railroad property, a heavily travelled four-lane highway, Cambridge Street, and a limited accessed highway, Soldiers Field Road, (ii) unduly expensive measures incident to building around the turnpike ramp, railroad tracks and Soldiers Field Road and (iii) the necessity for pile driving and related work in an area with a high water table.

Moreover, the presence of such active highway and railroad uses at the perimeter of the Project Area and on the larger site owned by the Massachusetts Turnpike Authority of which the Project Area is a part creates blight as well as decadent conditions by reason of traffic and traffic congestion, noise and air pollution. These are not capable of being remedied by the ordinary operations of private enterprise and are detrimental to the safety, health, welfare and sound growth of the Project Area and the surrounding community.

The Project Area is also a decadent area because buildings on or near the site are in a deteriorated condition and in need of major maintenance or repair. Such buildings have not been replaced, and it is unlikely that they will be replaced by the ordinary operations of private enterprise.

Current uses of the Project Area provide few jobs, no housing, open space or local economic benefits to offset the negatives of appearance and local traffic congestion.

Other efforts to develop the Project Area have failed.

For these reasons, the Project Area has not benefitted from the general upgrading of the Allston Landing area, to the north by the Harvard Business School, to the northwest by the WGBH public broadcasting studios, and to the south by the Guest Quarters Suite Hotel, and it is unlikely that the Project Area will be upgraded in the future without the aids provided by Chapter 121A of the General Laws and Chapter 652.

The historic background for all of this is described in "A Plan to Manage Growth" (the "IPOD Plan") issued by the City of Boston and Boston Redevelopment Authority for the Allston/Brighton Interim Planning Overlay District dated June 4 1987, as follows:

"The proximity to the Charles River and to the Boston and Albany Railroad encouraged the construction of stockyards, slaughterhouses, and meat packing operations. As the nation expanded westward and refrigerated railroad cars were introduced, the Brighton stockyards declined in importance and were replaced by other industrial plants, commercial warehouses, and even houses. Since settlement was unplanned, housing, commercial and industrial uses were intermingled, causing a confusing and blighted environment that still exists in some sections of the neighborhood today.

"After World War II, the construction of the Mass. Turnpike extension isolated Allston from Brighton even more than the railroad tracks due to the greater width of its right-of-way, the noise and air pollution and because it severed pedestrian links."

The IPOD Plan referenced above (without certain exhibits) is included in Appendix C hereto. Photographs of the Project Area showing the blighted open and decadent conditions are also included in Appendix C.

- c. Statement that the Project Area is not in path of the extension of the Massachusetts Turnpike into the City of Boston

The Applicant is informed and believes that the Project Area does not include land within any location currently approved by the Commonwealth of Massachusetts for the extension of the Massachusetts Turnpike into the City of Boston. In fact, the land has been approved by the Commonwealth for lease to the Applicant.

- d. Owners of and abutters to the Project Area

- i. The owner of the Project Area is the Massachusetts Turnpike Authority. The Project Area will be leased from the Massachusetts Turnpike Authority to Allston Landing Limited Partnership under a long term lease.
- ii. Abutters. According to the current records of the Assessor's Office for the City of Boston, the owners of land abutting the Project Area are:

Parcel 301	Massachusetts Turnpike Authority Western Avenue Allston, MA 02134
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Parcel 300	Consolidated Rail Corporation P. O. Box 8499 Philadelphia, PA 19101
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Parcel 299	Stam RS Trust 90 Western Avenue P. O. Box 306 Allston, MA 02134
Parcel 298	Consolidated Rail Corporation P. O. Box 8499 Philadelphia, PA 19101
Parcel 303	Consolidated Rail Corporation P. O. Box 8499 Philadelphia, PA 19101
Parcel 297-1	WGBH Educational Hague Allston, MA 02134
Parcel 101	Proctor W. Houghton, Trustee 60 Cambridge Street Allston, MA 02134
Parcel 101-1	Philip A. Houghton, Inc. 52 Cambridge Street P. O. Box 307 Allston, MA 02134
Parcel 107	Massachusetts Turnpike Authority Cambridge Street Allston, MA 02134
Parcel 105	Massachusetts Turnpike Authority SE Cambridge Street Brighton, MA 02135
Parcel 103	Commonwealth of Massachusetts Soldiers Field Road Allston, MA 02134
Parcel 109	Beal Ventures, Inc. 177 Milk Street Boston, MA 02109
Parcel 110	Beal Ventures, Inc. 177 Milk Street Boston, MA 02109

Parcel 481 Harvard College
60 Soldiers Field Road
Allston, MA 02134

Parcel 480 Harvard College
Western Avenue
Allston, MA 02134

Parcel 490 Harvard College
Western Avenue
Allston, MA 02134

Parcel 500 Harvard College Pres
125 Western Avenue
Allston, MA 02134

Parcel 530 Harvard College
60 North Harvard
Allston, MA 02134

iii. Others that may be affected by the Project:

Massachusetts Water Resources Authority
Charlestown Navy Yard
100 First Avenue
Boston, Massachusetts 02129

BOSTON HSR Limited Partnership*
30 Rowes Wharf
Boston, Massachusetts 02109

E&J Consolidating, Inc.*
70 Western Avenue
Allston, Massachusetts 02134

Terminal Warehouse Co.*
90 Western Avenue
Allston, Massachusetts 02134

*Addresses set forth in license for use of portions of the Project Area.

3. The Project

a. Description in general terms of Project structures, amenities, uses and occupants.

The Project for which the Authority's authorization and approval are sought consists of the lease of the Project Area from the Massachusetts Turnpike Authority and

the construction, operation and maintenance thereon of a manufacturing facility, a research, development and administrative complex and a parking facility, to be developed in phases. The manufacturing, research, development and administrative uses of the Project will be carried on by Genzyme Corporation under a sublease of the Project Area and Project improvements from the Owner.

Subject to future market and economic conditions, the Applicant projects a development with a maximum of 730,000 square feet of space, with approximately 290,000 square feet in construction by the end of 1997. The Project buildings will be of masonry, brick, metal and glass exteriors. The height of the buildings (as determined under the Boston Zoning Code) is not expected to exceed 65 feet, except that the R&D/administrative complex will have a maximum building height of 125 feet. The maximum FAR will be 2.0. The Project will be subject to design review by the Authority in accordance with Appendix D.

The maximum program for the Project is projected to be:

Manufacturing	200,000 sq. ft.
R&D/administrative	280,000 sq. ft.
Parking	<u>250,000 sq. ft.</u>
Total	730,000 sq. ft.

This allocation of space among the foregoing Project uses may shift as definitive plans for future phases of construction evolve.

If public surface transit to the Project Area is provided, as by the proposed Bioscience Transit Line, the parking space needed within the Project Area would be reduced. If the parking facility is located outside of the Project Area, the site plan will be revised, and the space allocated to parking will be distributed among other Project uses.

Phase 1 of the Project, to be commenced in 1992 and with an expected occupancy date of 1994, will be a manufacturing facility with not more than a projected 90,000 square feet of space on not more than two and one-half floors. Phase 1 will also include ancillary laboratories, office, storage, and mechanical space and approximately 120 parking spaces in a landscaped at-grade lot. Landscaped setbacks and architectural material and design elements will be visually compatible with and enhance the Charles River Corridor.

The Phase 1 manufacturing facility will produce two recently created drugs: Ceredase, the first approved treatment for Gaucher's disease, a deadly, genetically-transmitted enzyme deficiency; and Thyroid Stimulating Hormone, a diagnostic tool for the detection of metastases of thyroid cancer.

Bar charts showing the projected dates for design submission and Chapter 121A and Massachusetts Environmental Policy Act processing for Phase 1 are included in Appendix E hereto.

Genzyme Corporation, the intended sublessee of the Project, has initiated efforts to create alliances with Boston and Massachusetts academic institutions to create internal training programs for developing and teaching suitable manufacturing skills for potential members of the science-based industrial work force in the Boston area.

Appendix F shows the general location of the Project improvements proposed for the Project Area.

- b. Statement that the Project will not conflict with the Master Plan for the City of Boston.

The Applicant believes that the Project will not conflict with the Master Plan for the City of Boston, which under applicable judicial precedent (*Manning v. Boston Redevelopment Authority*, 400 Mass. 444, 451 (1987)) includes the (i) "1965/1975 General Plan for the City of Boston and the Regional Core," (ii) the IPOD Plan referenced above and (iii) the Text Amendment No. 168, adding Article 51, Allston-Brighton Neighborhood District, to the Boston Zoning Code, effective November 13, 1991, and implementing the IPOD Plan, all of such documents on file with the Boston Redevelopment Authority. The development of the Project will be consistent with the goals of the Master Plan, including the development of science-based industry at locations outside the core of the City of Boston and, more specifically, the use of the Allston Landing North Economic Development Area "as a focal point for economic growth and development, with strong emphasis on scientific research and development and the manufacture of the products of such research and development." Section 51-22 of the Boston Zoning Code.

- c. Statement that the Project requires no declaration under G.L. c.138.

The carrying out of the Project will not require a declaration by the Authority with the approval of the Mayor of Boston that any of the buildings constituting a portion of the Project constitute a separate building for the purposes of G.L. c.138 (relating to alcoholic beverages).

- d. Statement concerning schools, hospitals and churches.

The Applicant believes that the carrying out of the Project will not require the grant of a permit for the erection, maintenance and use of a garage within five hundred (500) feet of one or more buildings occupied in whole or in part as a public or private school having more than fifty (50) pupils, or as a public or private hospital having more than twenty-five (25) beds, or as a church.

- e. Minimum standards for financing, construction, maintenance and management of the Project.

Appendix G sets forth a statement of the minimum standards required of the Owner during the period the Project is subject to Chapter 121A.

- f. Statement concerning public interest, public safety and suitable development.

As discussed in Sections 2(b), 4(g) and 6 of this Application, the Applicant believes that the Project will not be detrimental to the best interests of the public or the City of Boston or to the public safety and convenience because the Project's use is permitted as of right under Article 51 of the Boston Zoning Code, effective November 13, 1991, such zoning having evolved over several years of planning by the Boston Redevelopment Authority and representatives of the Allston-Brighton community. The Project will not be inconsistent with the most suitable development of this neighborhood or of the City of Boston.

- g. Statement that the Project is necessary and desirable.

As more fully described in Sections 2(b), 6, 8 and 9 of this Application, the Project is necessary and desirable in that it will:

- upgrade this blighted open and decadent area.
- provide added tax revenues
- provide construction and permanent jobs
- improve business and economic conditions in the area
- stimulate economic growth in presently under-utilized land in the proposed Riverfront R&D Park and in the larger Allston-Brighton community and the City of Boston.

- h. Statement that the Project will not involve destruction or rehabilitation of buildings presently occupied in whole or in part as dwellings.

The Project will not involve the destruction or rehabilitation of buildings presently occupied in whole or in part as dwellings. A relocation plan from the Applicant, the prospective lessee of the Project Area, is not required because the Project Area will be leased to the Applicant free and clear of all users.

- i. Statement as to no request for extensions to the period.

The Applicant does not request any extension from the fifteen (15) year period of exemption from taxation.

- j. Statement as to environmental impact.

The benefits of Phase 1 of the Project can be realized with no significant cost to the environment. Most existing infrastructure is more than adequate to accommodate Phase 1, and the scale of Phase 1 is sufficiently modest to keep impacts from Phase 1 to insignificant levels. A copy of the Environmental Notification Form and the publication of the Notice is attached hereto as Appendix H. The Owner will comply with the regulations under the Massachusetts Environmental Policy Act and the regulations thereunder with respect to the environmental impact of phases of the Project subsequent to Phase 1.

4. Financial Information

a. Method of Financing.

The estimated cost of Phase 1 of the Project is not more than \$75,000,000, as shown in the preliminary budget attached hereto as Appendix I. The Applicant intends to initially finance such costs from the proceeds of a private placement by Genzyme Corporation of \$100 million in convertible subordinate notes, issued on October 11, 1991. A letter from the treasurer of Genzyme Corporation to such effect is included in Appendix I. Debt service on any debt financing will be covered by rent payments from Genzyme Corporation under the Project sublease. The specific method and amount of subsequent financings or refinancings of the Project will depend on future financing and market conditions.

Consistent with Section 18C of Chapter 121A, the Owner will limit return on investment to an annual cumulative eight percent (8%) cash return on the amount invested by the Owner and its partners in the Project for so long as the Project, or applicable portion thereof, is subject to Chapter 121A. The eight percent (8%) return will be based upon the total amount of equity so invested in the Project, as it may be supplemented from time to time (the "Investment"). Subsequent repayment of any portion or all of the Investment will not limit future returns, which will continue to be based on the Investment. The Investment may include, without limitation, a combination of cash, services and materials or contracts for services and materials. Such services and materials, or contracts therefor, may consist of services or materials supplied or delivered prior to or after the filing of this Application. The value of services and materials, or contracts therefor, shall be as determined by the accountants for the Owner, which shall be a nationally recognized accounting firm, unless otherwise approved by the Authority.

b. Sublease of the Project Area and Project to Genzyme Corporation.

The Owner will lease the Project Area from the Massachusetts Turnpike Authority under a long-term ground lease and sublease the Project Area and Project to Genzyme Corporation. The rent paid to the Applicant under the sublease will constitute the gross income of the owner from all sources under Section 10 of Chapter 121A.

c. Interested Parties.

The only persons, natural or corporate, who, prior to the completion of construction of Phase 1 of the Project, have or will have, directly or indirectly, any beneficial interest in the Project, are as follows:

- the Owner
- Massachusetts Turnpike Authority as owner of the underlying land leased to the Applicant
- Genzyme Corporation or entities controlling, controlled by or under common control or otherwise affiliated with Genzyme Corporation
- Stockholders, partners or beneficiaries of the above

- Mortgage lenders or persons who may acquire from or through such lenders.
- Other permitted transferees under this application, Chapter 121A or Chapter 652.

d. Disclosure Statement.

A disclosure statement concerning beneficial interests required by Article 31A of the Boston Zoning Code is included as Appendix J hereto.

e. Municipal Liens.

The Applicant knows of no outstanding municipal obligations for any property in the Project Area.

f. Section 6A Contract Terms.

Subject to the terms and conditions of Appendix K, the Owner proposes to pay to the City of Boston under Chapter 121A of the General Laws with respect to Phase 1 of the Project the amounts set forth in the Proposed Section 6A Contract set forth in Appendix K hereto. The City of Boston and the Owner will enter into Section 6A contracts with respect to subsequent phases of the Project prior to the commencement of construction of the Project improvements with respect to such phases.

5. Development Schedule

The Applicant expects construction of the Phase 1 facility to commence on or about May 1, 1992, with completion by the end of 1994. It is projected that early entry will be made on the site for piling and other site work prior to such date. Bar charts showing the projected dates for design submission and Chapter 121A and Massachusetts Environmental Policy Act processing for Phase 1 of the Project are included in Appendix E hereto. Commencement of subsequent phases of the Project will depend on market and other economic considerations.

6. Public Use and Benefit

In the opinion of the Applicant, for the reasons set forth in this application, the proposed Project will constitute a public use and benefit; specifically:

- As discussed in Section 2(b) of this Application, the Project will eliminate a blighted open and decadent area and help combat any further decline of the neighborhood in which the Project Area is located.
- The Project will stimulate economic growth, including investment by other biotechnology companies, in presently under-utilized land in the proposed Riverfront R&D Park and elsewhere in the larger Allston-Brighton community and the City of Boston. See also the discussion in Section 7 hereof.

- c. The Project will provide additional construction and permanent jobs; assuming the maximum Project program, the Authority estimates that 975 construction jobs and 1,200 permanent jobs will be provided.
- d. Assuming the maximum Project program, the Project will generate an estimated \$20 million in excise revenues to the City of Boston over the 15-year period under Chapter 121A.

7. Why the Project Needs Chapter 121A Aids

Because of the magnitude and high costs of the Project and its location in a blighted open and decadent area of the City of Boston, the Project will not be economically feasible without approval under Chapter 121A. The Applicant can afford to take the risks involved in undertaking the Project only if the aids that are incident to the legislative purpose of Chapter 121A are available.

The benefits provided by Chapter 121A are essential for the Project to go forward. The major factor in the Applicant's decision to locate the Project in the Commonwealth of Massachusetts and in Boston over other sites both within and without Massachusetts was the relative certainty that is achievable with respect to taxes under Chapter 121A and the accelerated approval schedule for the Project agreed to by the Commonwealth, City of Boston and the Authority. Without this predictability and accelerated permitting, the Applicant would find it difficult to support the high research and development costs that are necessary in an industry that requires long periods of time and heavy investment of capital before products become marketable. Moreover, Genzyme Corporation, the sublessee of the Project, and other similar companies must compete with research efforts by tax-exempt entities. Within this intensely competitive industry, the benefits of Chapter 121A are essential to the feasibility of the Project.

8. Jobs -- Boston Resident Preference

The Owner shall cause the general contractors for the Project, to the best of the contractors' ability, to grant preference in hiring to Boston residents during the construction period. The Owner will execute a Boston Residents Construction Employment Plan providing that the general contractors, and those engaged by the general contractors for construction of the Project on a craft-by-craft basis, will be required to use good faith efforts to meet the following Boston Residents Construction Employment standards: (1) at least 50 percent of the total employee worker hours in each trade shall be by Boston residents; (2) at least 25 percent of the total employee worker hours in each trade shall be by minorities; and (3) at least 10 percent of the total employee worker hours shall be by women.

The Owner will also execute a Memorandum of Understanding and First Source Agreement in connection with the Project. Under the Memorandum of Understanding, an employment opportunity plan will be created whereby good faith efforts will be used to provide that 50 percent of certain employment opportunities created by the Project will be made available to Boston residents. The First Source Agreement will provide for the Owner to use the services of the "Boston for Boston" placement office employment referrals sponsored by the Private Industry Council before undertaking general recruitment for entry level positions within the Project.

9. Affirmative Action

The Owner shall not discriminate against any employee, applicant for employment, tenant or applicant for tenancy because of race, color, religious creed, national origin, age or sex and shall agree that the contractors and subcontractors for the Project will be required not to so discriminate. Further, the Owner shall comply and shall require such contractors to comply in all other respects with the "Equal Opportunity Compliance Policy" of the Authority under the supervision of the Authority's Compliance Officer. The Owner shall also require the contractors and subcontractors for management of the Project to comply with the foregoing.

10. Additional Determinations, Findings and Approvals

By its approval of this Application, the Applicant requests that the Authority make the following determinations, findings and approvals, each of which shall be, and each of the other determinations, findings and approvals requested of the Authority in this Application (including the appendices hereto) shall be, in addition to and not in limitation of any other determination, finding or approval granted hereto:

- a. That the Authority specifically waives any procedural requirements of the Authority's aforesaid Rules and Regulations with which this Application is not in conformity and grants all approvals under Chapter 121A and Chapter 652 needed for the Project to be undertaken as set forth in this Application.
- b. That the Authority agrees that (i) neither the Owner nor Genzyme Corporation nor the successors and assigns of the Owner or Genzyme Corporation nor any partners, venturers, trustees, beneficiaries, shareholders, officers, directors or agents of the Owner or Genzyme Corporation and the successors and assigns of the Owner or Genzyme Corporation shall have any personal liability hereunder or under any agreement or undertaking related hereto with respect to the Project and that the Authority's sole recourse in enforcing any such agreement or undertaking shall be to the assets and property of, respectively, the Owner and such successors or assigns (including successors and assigns as to portion(s) of the Project) with respect to the Project; (ii) the vote of the Authority approving this Application shall be final when such vote is taken, but such approval shall not become effective until the effective date of the ground lease of the Project Area to be entered into between the Owner and Massachusetts Turnpike Authority; (iii) all of the provisions hereof shall be binding upon and inure to the benefit of the Owner and its successors and assigns (including successors and assigns as to portion(s) of the Project), and references to the Owner herein and in the Authority's Report and Decision on the Project and in all approvals by and agreements with the City of Boston and the Authority under Chapter 121A and Chapter 652, relating to the Project, shall be references to the Owner and its successors and assigns (including successors and assigns as to portion(s) of the Project); and (iv) whenever in the future any notice, agreement, consent or any other action is required of the Applicant hereunder, the same shall be treated as authorized and sufficient if given or taken by the Owner or its successors or assigns (including successors or assigns as to portion(s) of the Project if such notice, agreement, consent or action relates to portion(s) of the Project).

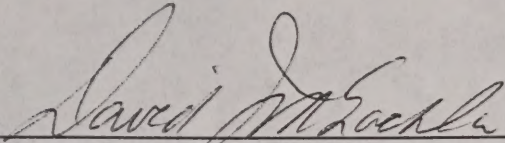
- c. That the Authority hereby (i) approves (x) the Minimum Financing, Construction, Maintenance and Management Standards attached hereto as Appendix G; (y) the Proposed Regulatory Agreement attached hereto as Appendix M; and (z) the Agreement Not to Dispose of Interests attached hereto as Appendix N; (ii) authorizes the Director to execute, in the name of and on behalf of the Authority, the agreements referenced in (y) and (z) with such changes therein as the Director, in his discretion, shall determine to be necessary or desirable, his execution and delivery of any such agreement to be conclusive evidence of the authority granted to him hereunder; (iii) approves the Section 6A Contract attached hereto as Appendix K, subject to any changes to the 6A Agreement as the Commissioner of Assessing shall determine to be necessary or desirable; and (iv) authorizes the Director to execute such other documents and take such other action as he deems appropriate to implement the matters described in this Application, his execution of such documents or taking of such action to be conclusive evidence of the Authority's approval thereof.
- d. That the Project may deviate from the zoning, health and fire laws, codes, ordinances and regulations as in the manner set forth in Appendix O attached hereto and made a part hereof, the Authority finding that such deviations are necessary for the carrying out of the Project and may be granted without substantially derogating from the intent and purposes of such laws, codes, ordinances and regulations. In addition, the Authority shall make and incorporate by reference in its Report and Decision on the Project the specific determinations and findings requested by the Applicant in Appendix O.
- e. That if, in connection with the development of the Project, the Owner shall seek the Authority's approval to transfer all or a portion of the Project and all or any portion of the Project Area to one or more persons, associations of persons in the form of joint ventures, partnerships, limited partnerships, trusts or charitable corporations for the purpose of undertaking the Project or such portion of the Project, upon application by the proposed transferee pursuant to the provisions of Section 18C of Chapter 121A and Section 13A of Chapter 652 for approval of any such transfer, the Director will within thirty (30) days thereafter submit such application to the Authority for its consideration with a favorable recommendation if the following conditions are satisfied: (x) the application includes information demonstrating to the reasonable satisfaction of the Director the feasibility of the construction (if not yet constructed), maintenance and operation of the Project or portion of the Project to be transferred, taking into consideration the resources available to the transferee and (y) the transferee assumes in writing all of the obligations of the Owner, under Chapter 121A and Chapter 652, under the approvals by and agreements with the City of Boston and the Authority under Chapter 121A and Chapter 652, as amended, relating thereto.

- f. That upon application(s) by the Owner or its designee for a change in the Project to remove from the purview of Chapter 121A and Chapter 652 one or more portions of the Project Area on which Project improvements have not been constructed as of the date of such application, the Owner having determined in its sole discretion that the Project improvements cannot be built on such portions of the Project Area under Chapter 121A and Chapter 652, such change shall be approved by the Authority and the Project and Project Area shall be adjusted accordingly. The portion of the Project Area so removed and the related Project and the Owner with respect thereto shall not thereafter be subject to the burdens and receive the benefits of Chapter 121A, Chapter 652 and any approval by and agreement with the City of Boston and the Authority relating thereto.
- g. That upon request of the Owner or its designee, the Authority may terminate any approvals now or hereafter given by the Authority relative to the Project. The effective date of any such termination shall be such date as may be approved by the Authority. Such termination shall be subject to such other terms and conditions as the Authority deems appropriate. Following any such termination, the Project and Project Area, or the applicable portion thereof, and the Owner with respect thereto shall no longer be subject to the burdens or receive the benefits of Chapter 121A or Chapter 652, or any approvals by and agreements with the City of Boston and the Authority relating thereto.
- h. That the filing fee schedule for this Project be as follows: a non-refundable filing fee of \$7,500 at the time of filing this Application, and \$1,000 for each amendment thereto that may be filed with the Authority. The Applicant believes that the public interest objectives relating to this Project, including the manufacture of Ceredase and Thyroid Stimulating Hormone, will best be served by the accelerated process that the Commonwealth, City of Boston and the Authority are providing as set forth in the agreement included as Appendix L of this Application. Such accelerated process may require additional filing of amendments reflecting unanticipated changes in Project design, cost and schedule.
- i. That the obligations of the Owner pursuant to this Application, the Report and Decision and the agreements executed in connection therewith are conditioned in all respects upon the acquisition and maintenance of a leasehold interest in the Project Area by the Owner, upon the Project being exempt from taxation under Section 10 of Chapter 121A, and upon the gross income of the Owner for purposes of Section 10 of Chapter 121A being limited to the rental income actually received by the Owner from the Project. The Owner shall in no way be held liable for any delay or failure to fulfill any of such obligations (excluding monetary obligations set forth in Chapter 121A or Chapter 652 or in the Section 6A contract) by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty, delay or failure of issuance of any governmental permission, approval, variance, or license necessary for the fulfillment of such obligation (provided the Applicant used reasonable efforts to obtain such permission, approval, variance, or license), or any other cause beyond the reasonable control of the Owner.

Executed as of this 8th day of January 1992.

ALLSTON LANDING LIMITED PARTNERSHIP

By ALLSTON LANDING CORPORATION

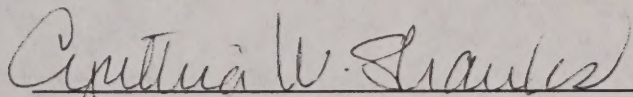
by 
David J. McLachlan
its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

January 8, 1992

Then personally appeared before me the above-named David J. McLachlan, the Treasurer of Allston Landing Corporation, the General Partner of Allston Landing Limited Partnership, who being duly sworn made oath that to the best of his knowledge and belief, the statements contained in the foregoing Application and the Appendices included with it are true.


Notary Public
My commission expires: 6/21/98

CERTIFICATE OF LIMITED PARTNERSHIP
OF
ALLSTON LANDING LIMITED PARTNERSHIP

FILED
JAN - 8 1992
SECRETARY OF STATE
CORPORATION SECTION

Pursuant to the provisions of the Massachusetts Uniform Limited Partnership Act (the "Act"), the undersigned hereby agrees, certifies and swears to this Certificate of Limited Partnership creating a limited partnership to be known as "Allston Landing Limited Partnership":

1. Name of Partnership. The name of the Partnership is Allston Landing Limited Partnership (the "Partnership").

2. Business of Partnership. The character of the business of the Partnership and its purpose are to lease certain property in the Allston section of Boston, Massachusetts, and develop, construct, manage and operate facilities thereon for research, development and manufacturing of pharmaceutical and diagnostic products and administrative uses and to engage generally in any business that may lawfully be carried on by a limited partnership formed under Chapter 109 of the General Laws of Massachusetts, and to engage in any and all activities related thereto.

3. Office of the Partnership; Agent for Service of Process. The office of the Partnership for purposes of Section 4(1) of the Act (and the office at which its records are maintained for purposes of Section 5(a) of the Act) is c/o Genzyme Corporation, One Kendall Square, Cambridge, Massachusetts 02139. The name and address of the Partnership's agent for service of process in Massachusetts is David J. McLachlan, Genzyme Corporation, One Kendall Square, Cambridge, Massachusetts 02139.

4. General Partner's Name and Business Address. The name and business address of the general partner of the Partnership are as follows:

Allston Landing Corporation
One Kendall Square
Cambridge, Massachusetts 02139

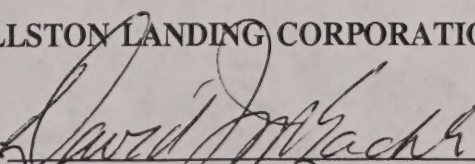
5. Date of Dissolution of the Partnership. The latest date on which the Partnership is to dissolve is January 6, 2051.

IN WITNESS WHEREOF, the undersigned, being the sole general partner of the Partnership, has signed and sworn to this Certificate of Limited Partnership under the penalties of perjury as of this 6th day of January, 1992.

GENERAL PARTNER:

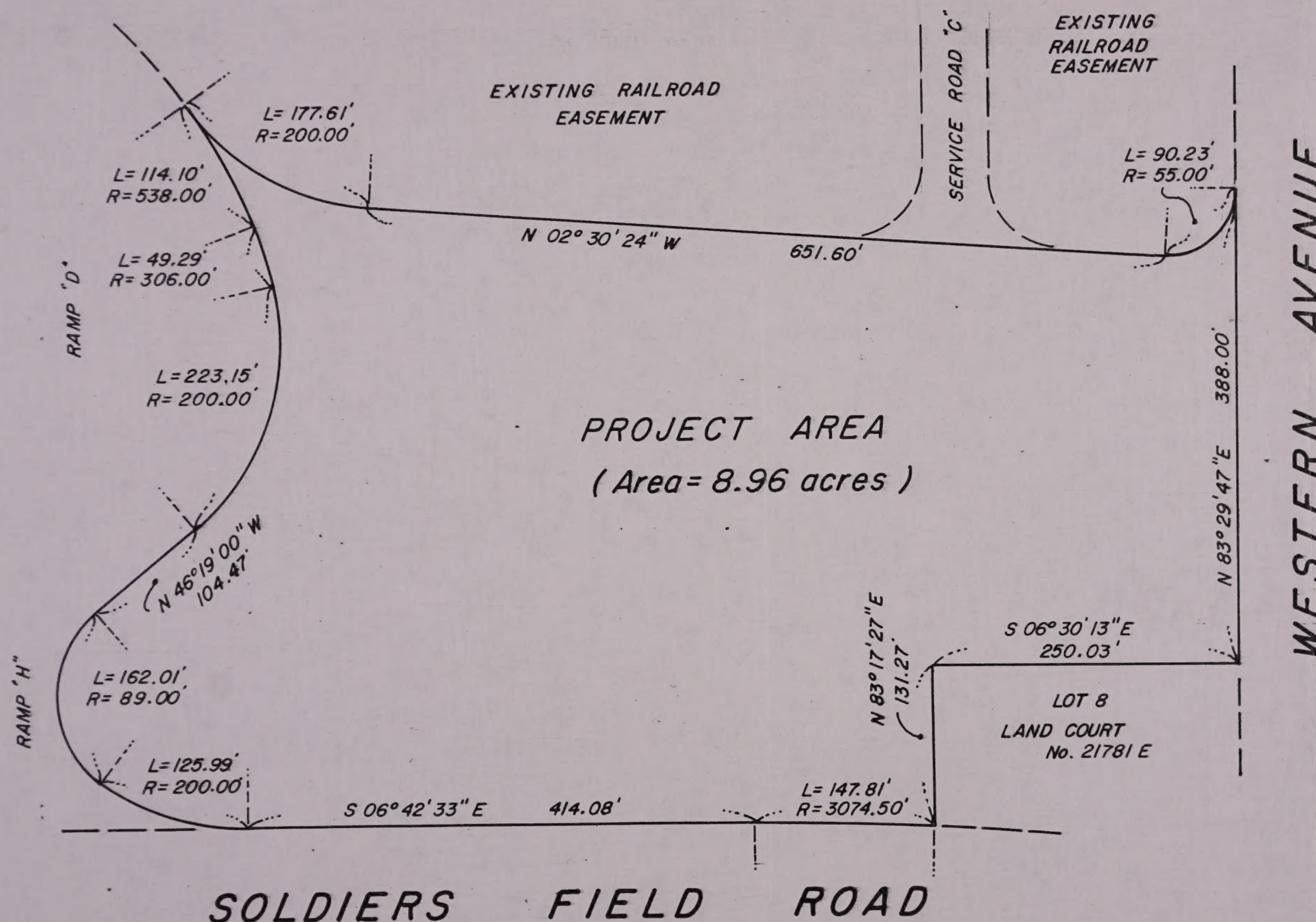
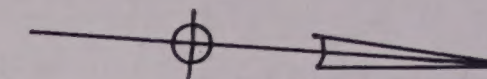
ALLSTON LANDING CORPORATION

By


David J. McLachlan, Treasurer



ARC Architectural Resources Cambridge, Inc.
 140 Mount Auburn Street
 Cambridge, Massachusetts 02138
 USGS Locus Map Figure 1

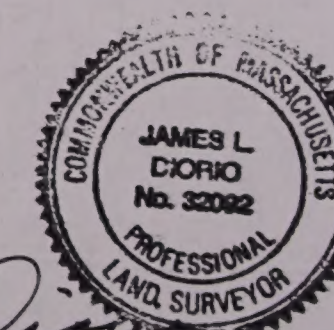


PLAN OF LAND
IN
BOSTON, MA.

JANUARY 3, 1992
SCALE: 1 inch = 100 feet

Prepared for:
**ALLSTON LANDING
LIMITED PARTNERSHIP**

Prepared by:
**VANASSE HANGEN BRUSTLIN,
INC.**
101 WALNUT ST.
WATERTOWN, MA.



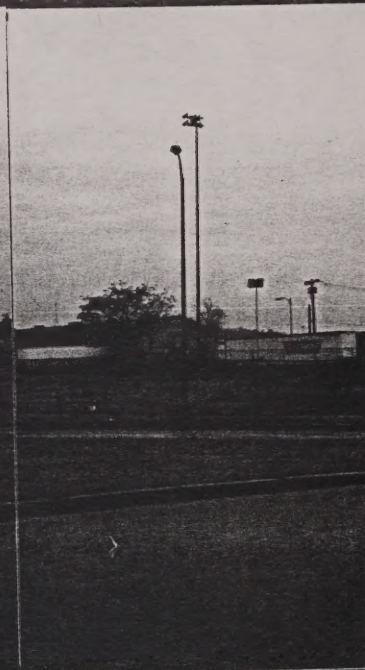
James L. Diorio
James L. Diorio, P.L.S.

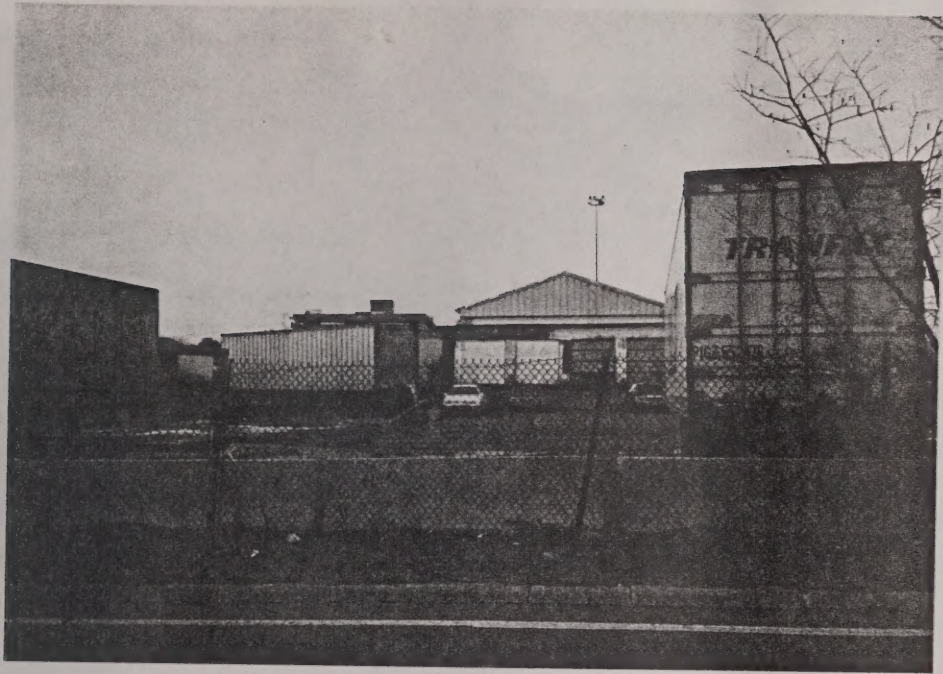


ARC Architectural Resources Cambridge, Inc.
140 Mount Auburn Street
Cambridge, Massachusetts 02138
Aerial Photo

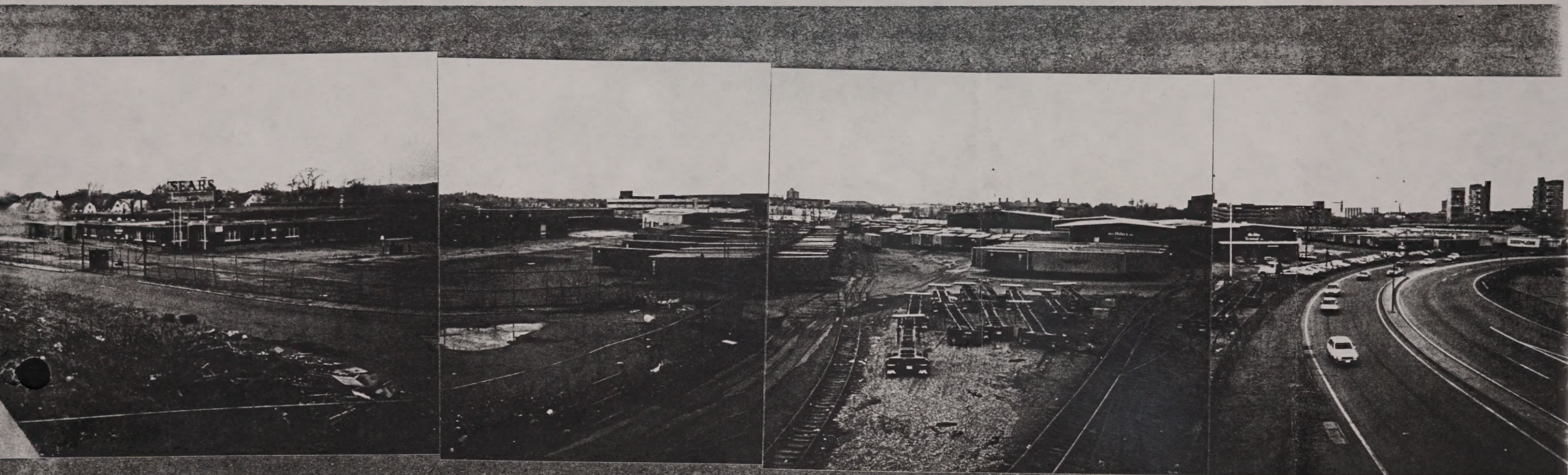
Figure 2











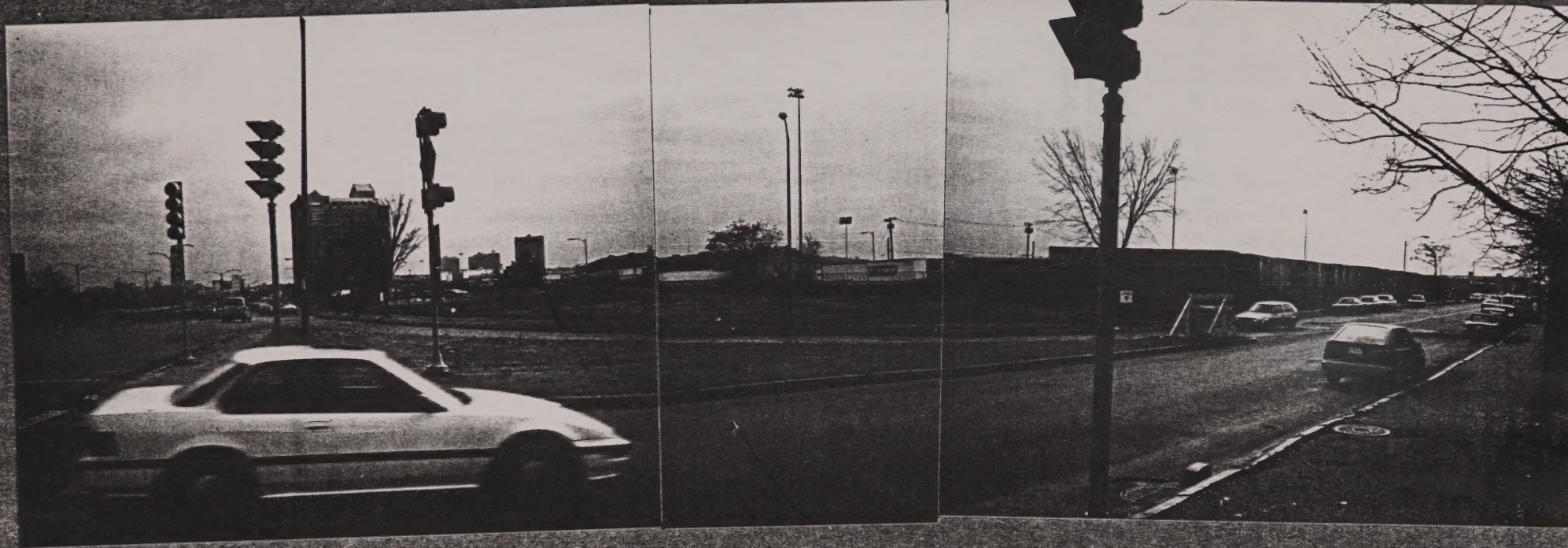


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5. Calendar
6. Neighborhood Profile

EXCERPTS FROM:
ALLSTON/BRIGHTON -
A PLAN TO MANAGE GROWTH

JUNE 2, 1987

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June 4, 1987



CITY OF BOSTON - MASSACHUSETTS

1

May 20, 1957

OFFICE OF THE
CITY PLANNING COMMISSION

Mr. Robert L. Farrell, Chairman
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02101

Dear Mr. Farrell:

Across the neighborhoods of Boston, an unprecedented grass roots planning and survey program is under way. Through the use of Interim Planning Overlay Districts, planning committees, neighborhood councils, and various other organizations in West Roxbury, Port Norfolk, South Bay, Mattapan, the North End, East Boston, and Allston-Brighton, and other communities, neighborhood leaders are working with the administration to set up rules to govern growth and development in their neighborhoods. This grass roots approach to planning is producing some visionary plans in Boston's neighborhoods. A prime example of this is the plan I submit for your approval today, the Allston-Brighton Interim Planning Overlay District.

The zoning commission has been asked to consider the plan of a community planning effort that began one year ago when 25 community leaders in Allston-Brighton were organized to plan and survey their neighborhood. Since that time, about 1500 people have been involved in the planning effort. The plan is a result of the work of the community planning committee, which has been working with the neighborhood leaders to develop a plan for the area. The plan is a result of the work of the community planning committee, which has been working with the neighborhood leaders to develop a plan for the area. The plan is a result of the work of the community planning committee, which has been working with the neighborhood leaders to develop a plan for the area.

The establishment of a 35-foot height limit through the Interim Planning Overlay District is a result of the work of the community planning committee, which has been working with the neighborhood leaders to develop a plan for the area. The plan is a result of the work of the community planning committee, which has been working with the neighborhood leaders to develop a plan for the area.

Increased parking requirements for both residential and commercial areas is a result of the work of the community planning committee, which has been working with the neighborhood leaders to develop a plan for the area. The plan is a result of the work of the community planning committee, which has been working with the neighborhood leaders to develop a plan for the area.



CITY OF BOSTON • MASSACHUSETTS

May 20, 1987

OFFICE OF THE MAYOR
RAYMOND L. FLYNN

Mr. Robert L. Farrell, Chairman
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Dear Mr. Farrell:

Across the neighborhoods of Boston, an unprecedented grass roots planning and zoning process is under way. Through the use of Interim Planning Overlay Districts, planning committees, neighborhood councils, and voluntary organizations in West Roxbury, Port Norfolk, Back Bay, Chinatown, the North End, East Boston, and Allston-Brighton, and other communities, neighborhood leaders are working with my administration to set up rules to govern growth and development in their neighborhoods. This grass roots/bottom-up approach is producing some visionary plans in Boston's neighborhoods. A prime example of this is the plan I submit for your approval today, the Allston-Brighton Interim Planning Overlay District.

The zoning amendments you have before you are the product of a community planning effort that began one year ago when 23 community leaders in Allston-Brighton were appointed to a planning and zoning advisory committee. Since that time, staff from the Mayor's Office of Neighborhood Services and the Boston Redevelopment Authority have held a number of working sessions with the neighborhood leaders leading to a review of these documents in open public meetings. What was achieved through this process is a clear and rational plan for balanced growth for Allston-Brighton. It is a plan that will help keep this important neighborhood strong and viable. A number of critical issues were addressed in this community dialogue and a number of new policy recommendations have emerged including:

- ° The establishment of a 35-foot height limit through Allston-Brighton to insure that new development is of a character and scale that is consistent with a predominantly residential neighborhood.
- ° Increased parking requirements for both residential and commercial development as part of a plan to address the serious shortage of parking in the neighborhood.

- ° A requirement that an open space plan be completed within the two-year IPOD period. This plan will emphasize the need for geographic and functional links between the existing open space and parks system and historic Allston-Brighton.
- ° The introduction of reserve zones for publicly owned land that provide for land uses which promote housing, including affordable housing, and other uses that cannot compete in the thriving commercial economy such as manufacturing uses.
- ° Design guidelines will be developed in concert with the Allston-Brighton community; these design guidelines will be sensitive to the need to incorporate respect for tradition while providing standards for balanced growth.

A number of other issues are addressed in this document:

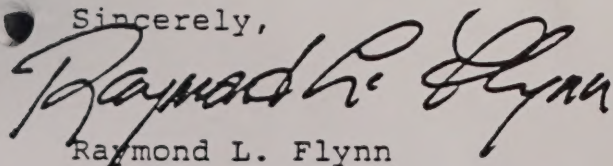
- ° New neighborhood commercial and light manufacturing zones;
- ° Planning districts for major arterials and cross streets; and
- ° Institutional master planning requirements.

It has often been observed that a process is important if it leads to an outcome. Whether it be a policy decision, a project, an ordinance, or a plan, there must be an outcome. Without a result, the time and effort spent has been for naught.

The planning process conducted in Allston-Brighton over the past year may be an exception to that general rule. Certainly, there have been results and they are significant and they will lead to actions by this Board and the Zoning Commission. But I believe that the process itself has had its own significance and value for this neighborhood and the city because it has marked the beginning of a new way of planning for Boston. In the instance of the Allston-Brighton Interim Planning Overlay District process, both the outcome and the process matter.

I want to take this opportunity to thank the people of Allston-Brighton who took the time to shape this plan. What is before you is truly their document, as it should be, because the rules it proposes will govern their neighborhood. Mr. Chairman, Members of the Board, I urge your timely approval of the Interim Planning Overlay District for Allston-Brighton.

Sincerely,



Raymond L. Flynn

BOSTON
REDEVELOPMENT
AUTHORITY

Stephen L. Flynn
Mayor

Stephen Lynn
Chair

City of Boston
Boston, MA 02202
Tel. 234-4444

2

May 10, 1987

Dear Neighbor:

In May of 1985 Mayor Flynn appointed a twenty-three member Allston-Brighton Planning and Zoning Advisory Committee (PIAC) to work with the Mayor's Office of Neighborhood Services and the Boston Redevelopment Authority on a major planning and zoning effort for the neighborhood. In order to identify and discuss the major planning issues affecting our community, the PIAC has been meeting twice a month for the past year. The issues were discussed in the context of drafting the Allston-Brighton Interim Planning Overlay District (IPOD) zoning amendment. This IPOD will allow the residents of the neighborhood to play a key role in directing future land use policies in our community.

The recommendations that the PIAC set forth focused on three issues of critical concern to the Allston-Brighton neighborhood. The IPOD amendment presents and the Board has recommended intended to protect the residential character of Allston-Brighton, relieve development pressure from mixed zones and intensify on the existing housing stock, and direct growth to underutilized sites where it can be accommodated. Growth within our neighborhood should primarily be directed towards adequate parking and access, additional open space, and other amenities that protect and enhance the quality of life for the residents of Allston-Brighton.

It is the consensus of the PIAC that the first phase of the IPOD process has been successfully completed through an open, community-based effort to develop an Amendment that represents the concerns of the Allston-Brighton community. We appreciate the involvement and feedback of area residents and look forward to your continued involvement. It is this involvement that will help us together shape the final zoning plan for Allston-Brighton.

We would like to give special thanks to our colleagues on the PIAC for their dedication during the IPOD development process: Corinne Switzer, John Bruno, Len Buckley, Barbara Coughlin, Paul Coughlin, Larry Englehart, Manuel Fernandez, Elizabeth Fitzpatrick, Ellen Flood, Alice Galloway, Brian Gibbons, Bill Hagan, Ann Hagan, Max Lefkowitz, Andrew Macdonald, Bert McDonough, Margaret McNulty, Joe Tabor, Lucy Tabor, Charlie Vardoulakis, and Gordon Yash. Also, our thanks to Jean Hamilton, the BZA planner and Judy Bracken, Mayor's Office of Neighborhood Services.

Ray Manta
Co-Chair
Allston-Brighton PIAC

Mary McLaughlin
Co-Chair
Allston-Brighton PIAC

BOSTON
REDEVELOPMENT
AUTHORITY

Raymond L. Flynn
Mayor

Stephen Coyle
Director

One City Hall Square
Boston, MA 02201
(617) 722-4300

May 20, 1987

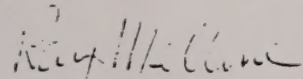
Dear Neighbor:

In May of 1986 Mayor Flynn appointed a twenty-three member Allston-Brighton Planning and Zoning Advisory Committee (PZAC) to work with the Mayor's Office of Neighborhood Services and the Boston Redevelopment Authority on a major planning and rezoning effort for the neighborhood. In order to identify and discuss the major planning issues affecting our community, the PZAC has been meeting twice a month for the past year. The issues were discussed in the context of drafting the Allston-Brighton Interim Planning Overlay District (IPOD) zoning amendment. This IPOD will allow the residents of the neighborhood to play a key role in directing future land use policies in our community.

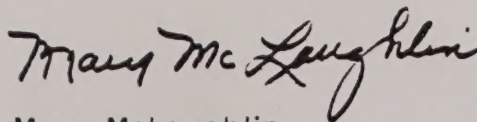
The recommendations that the PZAC set forth focused on those issues of critical concern to the Allston-Brighton neighborhood. The IPOD amendment presents land use policies recommended intended to protect the residential character of Allston-Brighton, relieve development pressure from market forces and institutions on the existing housing stock, and direct growth to underutilized sites where it can be accommodated. Growth within our neighborhood should provide affordable housing, adequate parking and access, additional open space, and other amenities that protect and enhance the quality of life for the residents of Allston-Brighton.

It is the consensus of the PZAC that the first phase of the IPOD process has been successfully completed through an open, community-based effort to develop an amendment that represents of the concerns of the Allston-Brighton community. We appreciate the involvement and feedback of area residents and look forward to your continued involvement. It is this involvement that will help us together shape the final zoning plan for Allston-Brighton.

We would like to pay special thanks to our colleagues on the PZAC for their dedication during the IPOD development process; Conrad Bletzer, John Bruno, Leo Buckley, Barbara Cosgrove, Paul Creighton, Larry English, Manuel Fernandes, Elizabeth Fitzpatrick, Ellin Flood, Alice Galloway, Brian Gibbons, Bill Hogan, Joe Hogan, Max Lefkowitz, Anthony Macholini, Bart McDonough, Margaret McNally, Joe Tehan, Lucy Tempesta, Charlie Vasiliades, and Gordon Yuen. Also, our thanks to Jean Hamilton, the BRA planner and Judy Bracken, Mayor's Office of Neighborhood Services.



Ray Mellone
Co-Chair
Allston-Brighton PZAC



Mary McLaughlin
Co-Chair
Allston-Brighton PZAC

NEIGHBORHOOD PLANNING AND ZONING

Boston is in the midst of an unprecedented community-based planning process. The Flynn Administration is dedicated to a balanced growth approach to economic development that is predicated on an open community planning process. The central premise of this is that all knowledge about what is best for the city does not reside with the government. Plans work best when they are fashioned by the community.

Simultaneously with the planning for the downtown, city representatives have been working with a wide array of citizen groups to develop specific neighborhood planning and zoning initiatives and to review major projects and land disposition policies. The community planning process gives special attention to each neighborhood, and provides communities with a significant role in shaping land use controls to meet the individual needs of their neighborhoods. This process involves interested citizens attending meetings with representatives of the BRA and other city departments.

Residents from the Boylston Street area, Harborpark neighborhoods, Port Norfolk, Allston-Brighton, Roxbury, East Boston, South End, West Roxbury, and Jamaica Plain, are working with the the BRA and the Mayor's Office of Neighborhood Services on interim and final rezoning that responds to particular issues raised by the communities, such as the need to protect residential areas from encroachment by commercial uses, and the need to provide more open space and parking. Each neighborhood planning area is subdivided into districts to undergo more comprehensive review. Over the next two years, major portions of neighborhoods across the city will be rezoned through the community planning process.

Rezoning in the neighborhoods occurs either through the Interim Planning Overlay District (IPOD) process, or through citizen-initiated proposals to directly amend zoning in an area. In many planning areas, the planning process begins with the appointment by the Mayor of a Planning and Zoning Advisory Committee (PZAC), or, in the case of Boylston Street, by the official recognition of a Citizens' Review Committee (CRC) consisting of residents and local business leaders and property owners. The Mayor's Office of Neighborhood Services attends community meetings and provides organizational assistance. The BRA provides leadership in land use analysis and policy recommendations. After defining the geographical area of focus, the group then establishes goals and objectives for the area and issues to be addressed. The BRA then works with the designated community planning group to design specific zoning regulations to address these issues and to achieve the goals and objectives. The zoning regulations then are presented to the BRA Board and then to the Zoning Commission for adoption.

Not surprisingly, many of the neighborhoods are experiencing similar development pressures and similar planning concerns. Policy initiatives have been developed as concepts and then refined to meet the specific characteristics of particular areas. Among the major zoning concepts proposed in the neighborhoods are:

Affordable Housing and Mixed Use Reserve Districts. Adjacent to some existing residential areas are large parcels of under-utilized publicly-owned land that have the capacity to accommodate residential development and relieve pressure on the existing housing stock. Such parcels would be proposed as Affordable Housing or Mixed Use Reserve Zones.

New Light Manufacturing Zone. Heavy industrial uses, such as factories, that are accompanied by noxious pollutants and heavy truck traffic are currently permitted as-of-right in heavy industrial zones. The new Light Industrial Zone would permit light industrial uses that maximize employment for Boston's residents and minimize adverse environmental effects and truck traffic.

Height Standards. Height standards send a clear signal to developers and the community on the growth and density that can be accommodated in an area; they also serve to direct growth to sites of greater capacity, as well as protect existing scale and character.

Boulevard Planning Districts. Boulevard Planning Districts (BPD) are major arterials and cross streets that serve as primary access to all areas of the community and contain uses that provide services to the community. Their visual prominence and importance to the economy and transportation system of the community require special studies as input to the revised zoning.

Transportation and Parking Controls. New development must demonstrate adequate vehicular access and off-street parking. Three transportation and parking elements are needed: a Transportation Master Plan for the entire neighborhood, a Transportation Access Plan for individual projects, and an increase in Residential Parking Requirements.

Open Space Plan. With the increased population in many areas over the past fifteen years and opportunities for residential development on under-utilized industrial sites, there is a growing need for increased quality open space. An open space plan developed during the interim planning period emphasizes the geographic and functional links of open space to historic neighborhoods, and to the existing open space and park system.

Institutional Master Plans. Institutions constitute a major part of the area's physical environs and contribute to the overall economic base as major employers of area residents. At the same time the continued expansion of the institutions and related pressure on the housing market and transportation and parking infrastructure is a major issue. Future institutional development must be planned within the context of the needs of the residential neighborhood.

Design Guidelines. The urban design of most neighborhoods incorporates a mix of architectural styles, but has a generally consistent scale. Neighborhood commercial centers have no clear identity nor do the buildings demonstrate any real standard in design. Design standards must be developed to protect the character of residential areas and historic structures, upgrade commercial centers and guide future development.

The specific status of proposed zoning in each of the neighborhoods follows:

North End. A height limit of 55' was adopted for the North End on March 24, 1985, together with a Restricted Roof Structure Overlay District requiring Board of Appeal approval for construction of roof structures.

Roslindale. On October 29, 1985 the Zoning Commission adopted a map change from manufacturing to residential use. This citizen-initiated rezoning covered 13.5 acres. Forty residents signed the petition of support to the Zoning Commission. A planning study for the Roslindale neighborhood as a whole is planned.

West Roxbury. On February 6, 1987 a map change was enacted which rezoned a large area along the VFW Parkway from local business and light industrial to residential use. This accomplishment was initiated by the West Roxbury Neighborhood Council.

Mission Hill. On July 31, 1986 a map change was enacted which rezoned portions of the Mission Hill Triangle from business to residential. Subsequently the area was actually developed as residential. The Mission Hill/Fenway-Kenmore area will also undergo a planning study.

Boylston Street. The Citizen's Review Committee was formed in March 1985 to transform Boylston Street into the major boulevard that it was originally planned to be. The group focussed on design, capital improvement, and traffic and transportation issues. In April 1986 the Boylston Street Interim Planning Overlay District was adopted by the Zoning Commission, setting interim design regulations for height, bulk, and roofline setbacks. The Zoning Commission adopted permanent zoning in March 1987.

Harborpark. The twelve-member Harborpark Advisory Committee was appointed by the Mayor in 1985 to protect the entire length of Boston Harbor as both a recreational and a maritime industrial resource, to preserve sight lines and views, and to provide access to the public along the waterfront. The zoning regulations for Harborpark were adopted by the Zoning Commission in March 1987.

Port Norfolk. The Port Norfolk Interim Planning Overlay District was adopted in September 1985. The Planning and Zoning Advisory Committee was appointed in September 1986. Since that time the group and the BRA have set goals to guide the land use study, and have developed various zoning options for analyses by BRA and consultants. Final recommendations will be completed by early summer.

Allston-Brighton. The Allston-Brighton Planning and Zoning Advisory Committee was appointed in January 1986. After thirteen meetings between the BRA and the Planning and Zoning Advisory Committee, the BRA presented a series of policy recommendations to the community. The Planning and Zoning Advisory Committee made further comments on the policy recommendations and is now reviewing new zoning regulations. Further neighborhood-wide review and comment will take place via a newsletter and a community meeting. Passage of the new rules is anticipated in May 1987.

Roxbury. Members of the Planning Advisory Committee voted August 7, 1986, at a Roxbury town meeting to begin working with the BRA to develop new zoning rules for Roxbury. The draft regulations were adopted as working documents by the community on December 3, 1986. Approximately 250 residents participated in 15 meetings throughout nine neighborhood sub-districts. A more detailed planning policy statement and zoning amendments were released from the BRA for community review and discussion on March 10, 1987. The BRA anticipates passage of the new planning rules in May, 1987.

South End. There are two proposals for zoning changes pending before the Zoning Commission. One would reduce building bulk by approximately fifty percent in areas in which existing rules allow apartment buildings. The other proposes a Density Limitation Overlay District which would limit the number of units small one and two bedrooms in each structure, depending on the number of floors in the structure.

East Boston. The BRA and the Mayor's Office of Neighborhood Services have been meeting approximately twice monthly with the East Boston Planning and Zoning Advisory Committee since July 24, 1986, for a total of seventeen meetings. The group is currently developing a Policy Recommendations Workbook and drafting new planning rules.

West Roxbury. In November, 1986, the BRA began working on zoning with the West Roxbury Land Use Committee and Neighborhood Council. Since then, approximately 18 meetings were held with the community, the Council, its committees and staff of the Mayor's Office of Neighborhood Services to coordinate the preliminary work on how issues should be addressed by the new planning rules. A Discussion Workbook is now being drafted. Major issues are preservation of open space and the scale and character of the planning area.

Charlestown. In response to the intense development pressures in this already densely-populated area, the BRA has initiated parking and density analyses.

Dorchester. The BRA is conducting a land use analysis of Dorchester Avenue in order to determine traffic and transportation needs as well as how best to accommodate the competing industrial, commercial, residential, institutional, and local business uses. A planning study for the surrounding area is planned in conjunction with the neighborhood.

Jamaica Plain. The process leading to the enactment of an Interim Planning Overlay District in Jamaica Plain started in May 1986. The BRA staff has met with the Jamaica Plain Neighborhood Council's Zoning Subcommittee regularly to identify concerns and consolidate a working coalition. A discussion workbook was released in January 1987, and a Spanish translation is being prepared. The Jamaica Plain Neighborhood Council will sponsor a community meeting on May 7, 1987 for the purpose of notifying the neighborhood about the IPOD process, its boundaries, and the study sub-districts.

Fort Point Channel. A preliminary process has begun with the BRA and the Fan Pier Advisory Committee to develop new planning rules in the Fort Point Channel area to deal with the impacts of downtown development, commercial traffic, and local residential development,

Mattapan. A planning study for Mattapan will be undertaken in conjunction with the community.

South Boston. A planning study for South Boston will be undertaken in conjunction with the community.

Hyde Park. The Hyde Park Avenue Zoning Study and a planning study for the surrounding Hyde Park neighborhood are in conceptual planning stages in conjunction with community groups.

In addition to neighborhood rezoning efforts, many citizen groups focus on the review of major projects. Often these project reviews involve formulating land disposition and transportation policies that have profound impacts on the quality of life in neighborhoods across the city. A sample of these citizen review groups includes:

Fan Piers Citizen Review Committee has been working over the past two and one-half years with the BRA and project developers on the Fan Pier/Pier 4 projects.

The Prudential Planning Advisory Committee appointed by Mayor Flynn in September 1986 will work with the BRA and developers on the proposed redevelopment of Prudential Center.

Parcel 18+ Task Force and Chinatown/South Cove Neighborhood Council are working with the city and state on the first project in the Parcel to Parcel Linkage program, Parcel 18 and Kingston-Bedford.

Charlestown Neighborhood Council is working with the city on a new master-plan for the Charlestown Navy Yard.

South End Neighborhood Organizations were instrumental in determining planning guidelines for the disposition of the BRA-owned South End Neighborhood Housing Initiative parcels, and a project to build transitional housing for homeless women and children.

East Boston Piers Project Advisory Committee has been working with the city and Massport on a plan to redevelop piers I-V in East Boston.

North End Waterfront Neighborhood Council is currently reviewing a master-plan for the entire inner harbor.

Park Plaza Citizen Advisory Committee is currently reviewing guidelines for the disposition of the Park Square parcel in the Park Plaza urban renewal area.

Boston's economy, fueled by over \$3 billion in private investment over the past three years, is driven by a great number of private choices revealed in the market place. An economy such as Boston's is most directly guided by zoning laws which establish clear ground rules for investors, and provides opportunities for citizens to shape the policies that have an impact on their communities. This contrasts with earlier approaches to economic development, which rested the future of Boston's economy on a few public sector decisions. Planning and development activities of the past twenty years were often well intended, but just as often were disastrous for neighborhood residents, destroying 14,073 homes throughout the city. Past planning also allowed for the destruction of many architecturally and historically significant buildings.

Today, portions of Boston that were not addressed through urban renewal are operating under obsolete zoning that, in many cases, has not been updated since 1915. Clearly these old rules do not respond to the land use pressures confronting each of Boston's neighborhoods. Neighborhood based planning offers each community in this city immediate protection from growth pressures and allows communities to shape new ground rules themselves. This open, community based process involves Neighborhood Councils, Planning and Zoning Advisory Committees, Project Advisory Committees, and neighborhood associations. Yet the form of this community input is less important than the outcome that it produces. By starting with zoning, communities develop a familiarity with complex land use issues, and acquire the ability to determine themselves lasting ground rules to govern development in their community.

EXECUTIVE SUMMARY

In May, 1986 Mayor Flynn appointed the twenty-three member Allston-Brighton Planning and Zoning Advisory Committee (PZAC). Since that time the Mayor's Office of Neighborhood Services and staff from the Boston Redevelopment Authority have held thirteen working meetings with the PZAC. Affordable housing for Allston-Brighton's residents, control of industrial and institutional incursion into residential areas, reduction of the high volume of cars and trucks on the neighborhood's streets, preservation of open space, height standards, and enhancement of urban design were the major issues discussed. They were discussed in the context of drafting the Allston-Brighton Interim Planning Overlay District (IPOD) zoning amendment. As a result of these discussions and accompanying land use analyses, nine essential actions are now proposed for inclusion in the IPOD which will control development for the next two years and direct future land use policies in Allston-Brighton.

These zoning controls will clearly define a balanced pattern of growth that must be achieved in Allston-Brighton in order to preserve it as a viable residential neighborhood to benefit its residents and the city as a whole.

1. Affordable Housing and Mixed Use Reserve Districts

There is a clear need in Allston-Brighton for affordable housing for families and individuals. The well established residential areas cannot absorb any denser development without undermining the integrity of their physical infrastructure and their desirability as places to live. Adjacent to the existing residential areas are large parcels of under-utilized publicly-owned land. These parcels have the capacity to accommodate residential development and relieve pressure on the existing housing stock. Affordable Housing and Mixed Use Reserve Zones are therefore proposed as follows:

- o An Affordable Housing Reserve District (AHR) may be mapped on publicly owned land. It will require that when the land becomes surplus to the needs of the government agency it must be developed for residential use. At least seventy-five percent (75%) of the gross floor area of any proposed project in the AHR District must consist of housing. Of the total number of dwelling units at least one-third (1/3) must be for low-income households and at least one-third (1/3) must be for moderate-income households.
- o In Allston-Brighton, an Affordable Housing Reserve District will be established in Allston Landing.
- o Densities in the Affordable Housing Reserve District will be: 12 units per acre, low density; 24 units per acre, moderate density; or 36 units per acre, high density.
- o A Mixed Use Reserve District may be mapped on publicly-owned land. It will require that when the land becomes surplus to the needs of the governmental agency it will be developed as a planned development area in connection with the community to incorporate a combination of housing, open space, and light manufacturing uses that meet the land use needs of the community.

- o In Allston-Brighton, a Mixed Use Reserve District will be established on the publicly-owned land in Allston Landing which is not included in the Affordable Housing Reserve District.

2. New Light Manufacturing Zone

Heavy industrial uses that are accompanied by noxious pollutants and heavy truck traffic are currently permitted as-of-right under the two existing general manufacturing or heavy industrial (I) zones in Allston-Brighton. These two zones incorporate over 480 acres of land and are partially bounded by residential uses.

- o All new or expanded heavy industrial uses will be prohibited under the IPOD.
- o A new Light Industrial Zone (LM) will be established during the IPOD period that permits light industrial uses that maximize employment for Boston's residents and minimize adverse environmental effects and truck traffic.
- o The LM zone will be mapped on portions of existing I zones where it will not be in conflict with residential uses.
- o Buffer zones will be required around all light manufacturing sites.

3. Height Limits

Height limits send a clear signal to developers and the community on the growth and density that can be accommodated in an area and direct growth to sites of greater capacity. In Allston-Brighton height limits of thirty-five (35) to forty (40) feet exist in most residential types of zones, in manufacturing zones and lower density local business zones. However, building bulk and density in the remaining area are controlled only by floor area ratio limits.

- o Existing 35 foot height limits in single, two-family and multi-family residential zones will be retained.
- o Thirty-five foot height limits will be added to currently unprotected local and general business, multi-family residential, and heavy manufacturing zones.
- o Existing 40 foot height limits in general business zones will be lowered to 35 feet.
- o Higher height limits in Affordable Housing Reserve and Mixed Use Reserve Districts will be established through the IPOD planning process.

4. Boulevard Planning Districts

Boulevard Planning Districts (BPD) are major arterials and cross streets that serve as primary access to all areas of the community and contain uses that provide services to the community. Their visual prominence and importance to the economy and transportation system of the community require special studies as input to the revised zoning.

- o Allston-Brighton will include seven Boulevard Planning Districts: Commonwealth Avenue, Harvard Avenue, Brighton Avenue, Washington Street, Cambridge Street, Market Street, and Western Avenue.
- o Analysis for the Boulevard Planning Districts will provide for zoning that: encourages a mix of uses that promotes and sustains economic viability and residential stability; preserves open space and enhances the streetscape; protects historic structures; provides adequate parking and transportation access; and, promotes good urban design.
- o Site Plan Review by the Boston Redevelopment Authority will be required in all BPDs for any proposed project which involves new construction or substantial rehabilitation, other than a single or two-family house.
- o Design guidelines specific to BPDs will be developed during the IPOD planning process.

5. Transportation and Parking Controls

Inadequate on-street and off-street parking exists in most areas of Allston-Brighton for both residential and commercial uses. Heavy truck traffic on local streets must be eliminated, short-term parking must be provided in neighborhood commercial areas, and increased demand in established residential areas must be reduced. New development must demonstrate adequate vehicular access and off-street parking. Three transportation and parking elements are needed: a Transportation Master Plan for the entire neighborhood, a Transportation Access Plan for individual projects, and an increase in Residential, and Commercial Parking Requirements.

Transportation Master Plan

- o A Transportation Master Plan will be developed to analyze current and projected access and parking demands, and improvement needs.
- o Truck traffic patterns will be analyzed and truck routes will be established outside of the residential areas.
- o Appropriate sites for neighborhood commercial parking will be identified.

Transportation Access Plan

A Transportation Access Plan will be required of any applicant seeking a building permit for any development exceeding 100,000 square feet, retail developments exceeding 50,000 square feet, or residential developments of more than 24 units. The Plan will consist of an impact assessment, mitigation and monitoring component.

- o The impact assessment component will identify and evaluate the impact of the development on the city's transportation network.
- o The mitigation component will propose measures to minimize the transportation-related impact of the developments.
- o The monitoring component will describe provisions for periodic re-evaluation of the effectiveness of proposed mitigation measures.

Increased Residential Parking Requirements

- o Residential parking requirements will be raised to 1.0 space per unit for 1 to 3 units, 1.50 spaces for 4 to 6 units, 1.75 spaces for 7 to 9 units, and 2.0 spaces for 10 units or more.
- o Units sold or rented to low and moderate income households will be required to provide 1.0 space per unit.

6. Open Space Plan

Allston-Brighton includes five City of Boston parks and four Metropolitan District Commission reservations and parks including the Charles River Reservation. Twelve privately-owned green areas exist, but are under pressure for development. With the increased population in this neighborhood over the past fifteen years and opportunities for residential development on under-utilized industrial sites, there is a growing need for increased quality open space.

- o An open space plan will be developed during the IPOD planning period. It will emphasize the geographic and functional links of open space to historic Allston-Brighton, and to the existing open space and park system.
- o A new major open space site will be targeted in concert with the community.

7. Institutional Master Plans

Allston-Brighton includes over twenty institutionally owned sites of at least one acre in size. The institutions constitute a major part of the areas physical environs and contribute to its overall economic base as major employers of area residents. At the same time the continued expansion of the institutions and related pressure on the housing market and transportation and parking infrastructure is a major issue. Future institutional development must be planned within the context of the needs of the residential neighborhood.

- o Any institution in Allston-Brighton applying for a building permit and owning or operating on one acre or more of land will be required to submit an Institutional Master Plan for Boston Redevelopment Authority review and approval.
- o A Master Plan must set forth a statement of development concepts and planning objectives, as well as the scale, uses, and character of proposed development. The master plan must project at least five years into the future.
- o The specific elements to be included in an institution's Master Plan will be determined through a "scoping" process which identifies the issues related to a particular project.

8. Institutional Parking Management and Mitigation Plan and Mitigation Grant

Educational institutions within Allston-Brighton enrich the community in many ways. However, at the same time, students place excessive pressure on the

housing stock and availability of affordable family units, and place a heavy burden on the parking supply and demand in the residential areas. The impact of students on the permanent residents of the area is exemplified by this parking problem.

- o Each college and university will be required to submit a Parking Management and Mitigation Plan to the Authority to be updated annually.

9. Design Guidelines

Allston-Brighton's urban design incorporates a mix of architectural styles, but has a generally consistent scale with predominantly two and one-half story one and two family homes and traditional Boston triple deckers. Neighborhood commercial centers have no clear identity nor do the buildings demonstrate any real standard in design. Design standards must be developed to protect the character of residential areas and historic structures, upgrade commercial centers and guide future development.

- o Design Guidelines will be developed in concert with the Allston-Brighton Planning and Zoning Advisory Committee and any sub-committees.
- o Design Guidelines will address specifically: Boulevard Planning Districts, preservation of historic structures, appropriate guidelines for infill housing sites, future development in Affordable Housing Reserve and Mixed Use Reserve Districts and other underutilized sites.
- o Design Guidelines will incorporate parking and access standards, landscaping, building design, open space, signage control in commercial areas, and controls for historic preservation.

Key Elements of the Allston/Brighton IPOD

Boulevard Planning District (BPD)

Affordable Housing Reserve District (AHR)

Mixed Use Reserve District (MUR)

New Light Manufacturing Zone

Institutional Master Plan

Transportation Master Plan

Transportation Access Plan

Parking Controls

Open Space Plan

Height Standards

Use Controls

Design Guidelines

APPLICABILITY OF IPOD POLICY RECOMMENDATIONS

ALLSTON-BRIGHTON

Key Element

Applicability

Boulevard Planning

Commonwealth Avenue
Harvard Avenue
Brighton Avenue
Washington Street
Cambridge Street
Market Street
Western Avenue

Affordable Housing
Reserve District (AHR)

Portion of Allston Landing

Mixed Use Reserve
District (MUR)

Portion of Allston Landing

New Light Manufacturing Zone

Portions of existing M and I Zones

Institutional Master Plan

Required of Institution with site area
of at least one (1) acre and of
Applicant seeking permit for project
of at least one (1) acre which
includes Institutional Use

Transportation Master Plan

Entire IPOD

Transportation Access Plan

Required of Applicant seeking permit
for any project exceeding
100,000 square feet retail projects
exceeding 50,000 square feet, and
residential projects of 24 or more
units

Parking Controls

New Residential Uses:

<u>Units</u>	<u>Spaces</u>
1 to 3	1.00
4 to 6	1.50
7 to 9	1.75
10 and above	2.00
affordable	1.00
low-income	
elderly	0.20

New Retail and/or Office Uses:

1 off-street parking space for each
300 square feet of gross floor area

Open Space Plan

Entire IPOD

Height Standards

Entire IPOD-35 feet (except AHR and
MUR where higher standards may
apply)

Use Controls

Entire IPOD

Design Guidelines

Entire IPOD

Goals of the Allston/Brighton IPOD

Protect Residential Character

Direct Growth

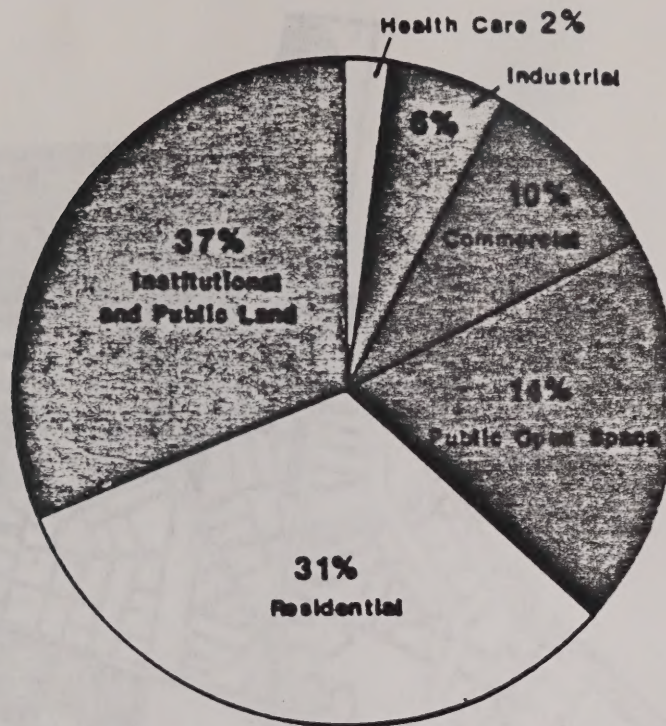
Provide Affordable Housing

Provide Adequate Parking

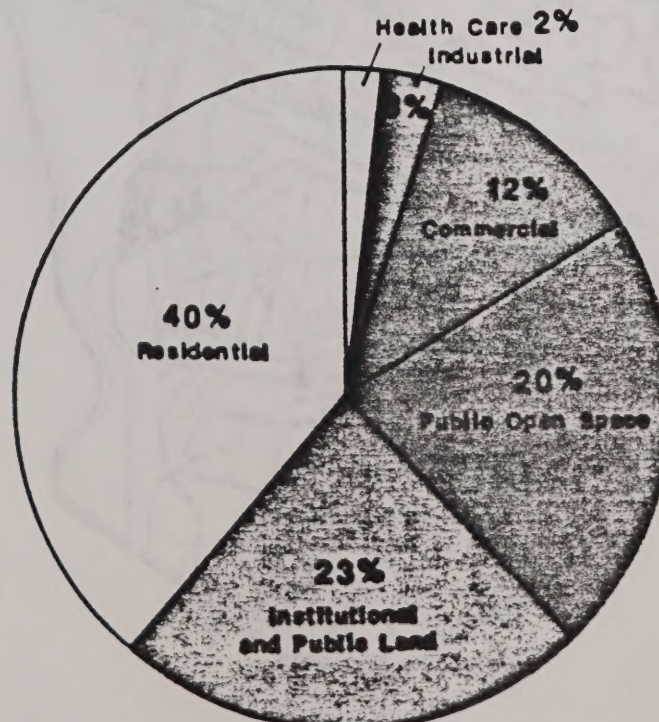
Preserve, Enhance and Create Open Space

Preserve and Protect the Quality of Life

EXISTING LAND USE IN ALLSTON-BRIGHTON

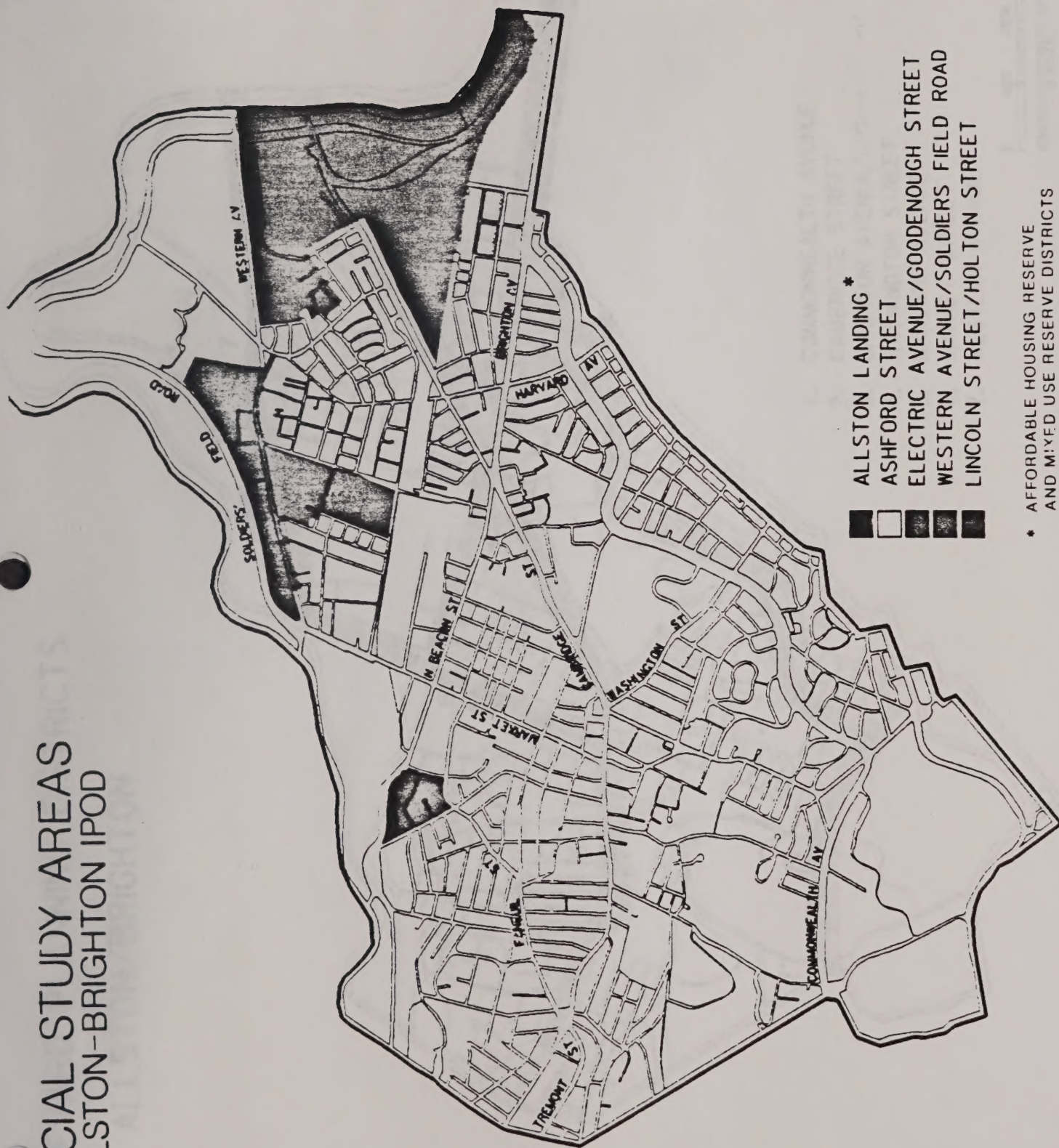


FUTURE LAND USE IN ALLSTON-BRIGHTON

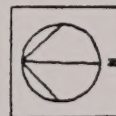
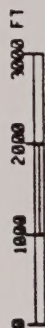


Total Land Area
2,824.42 Acres*

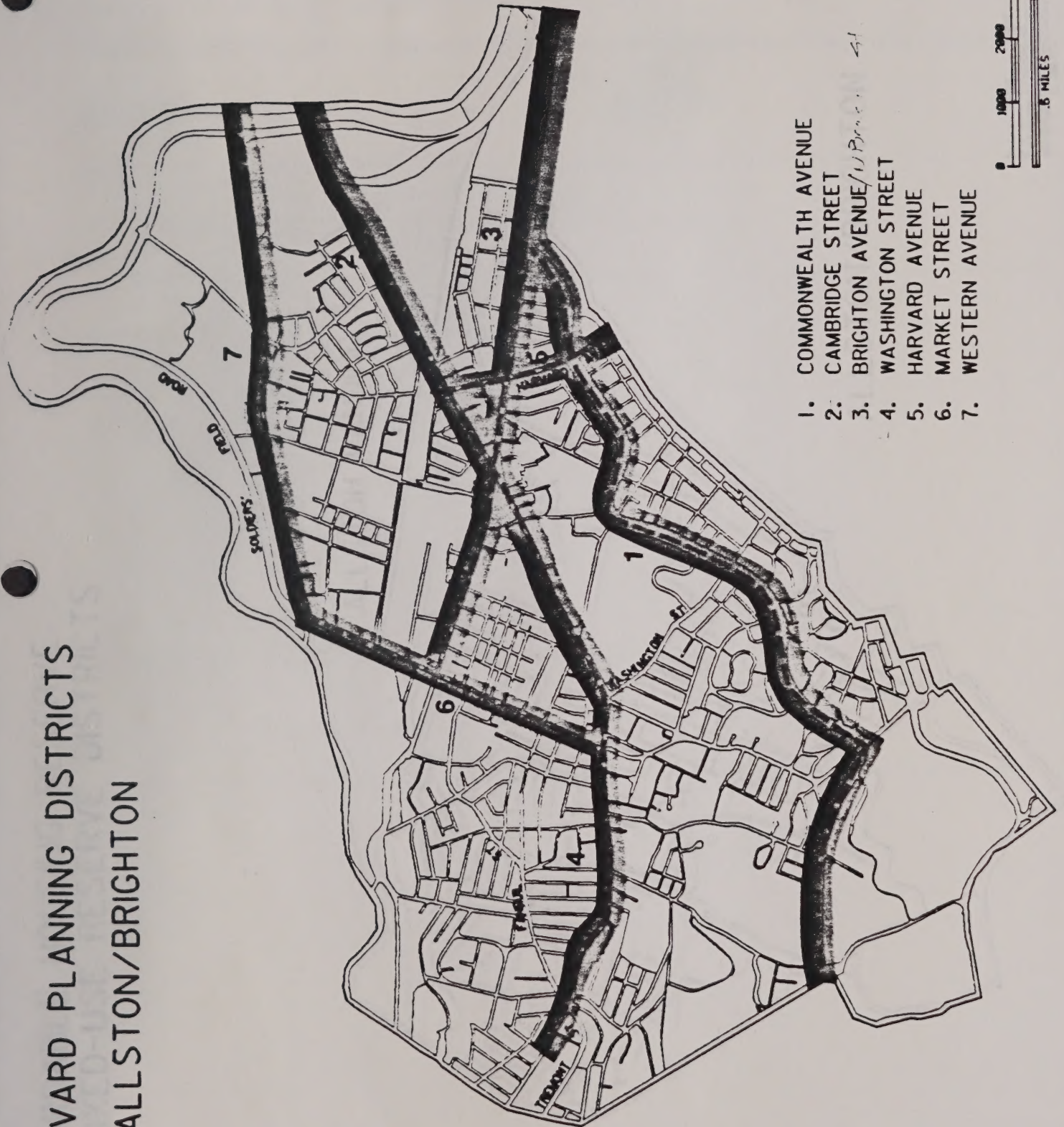
SPECIAL STUDY AREAS ALLSTON-BRIGHTON IPOD



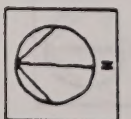
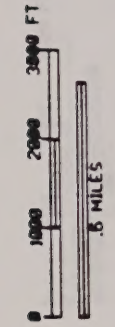
* AFFORDABLE HOUSING RESERVE
AND MIXED USE RESERVE DISTRICTS



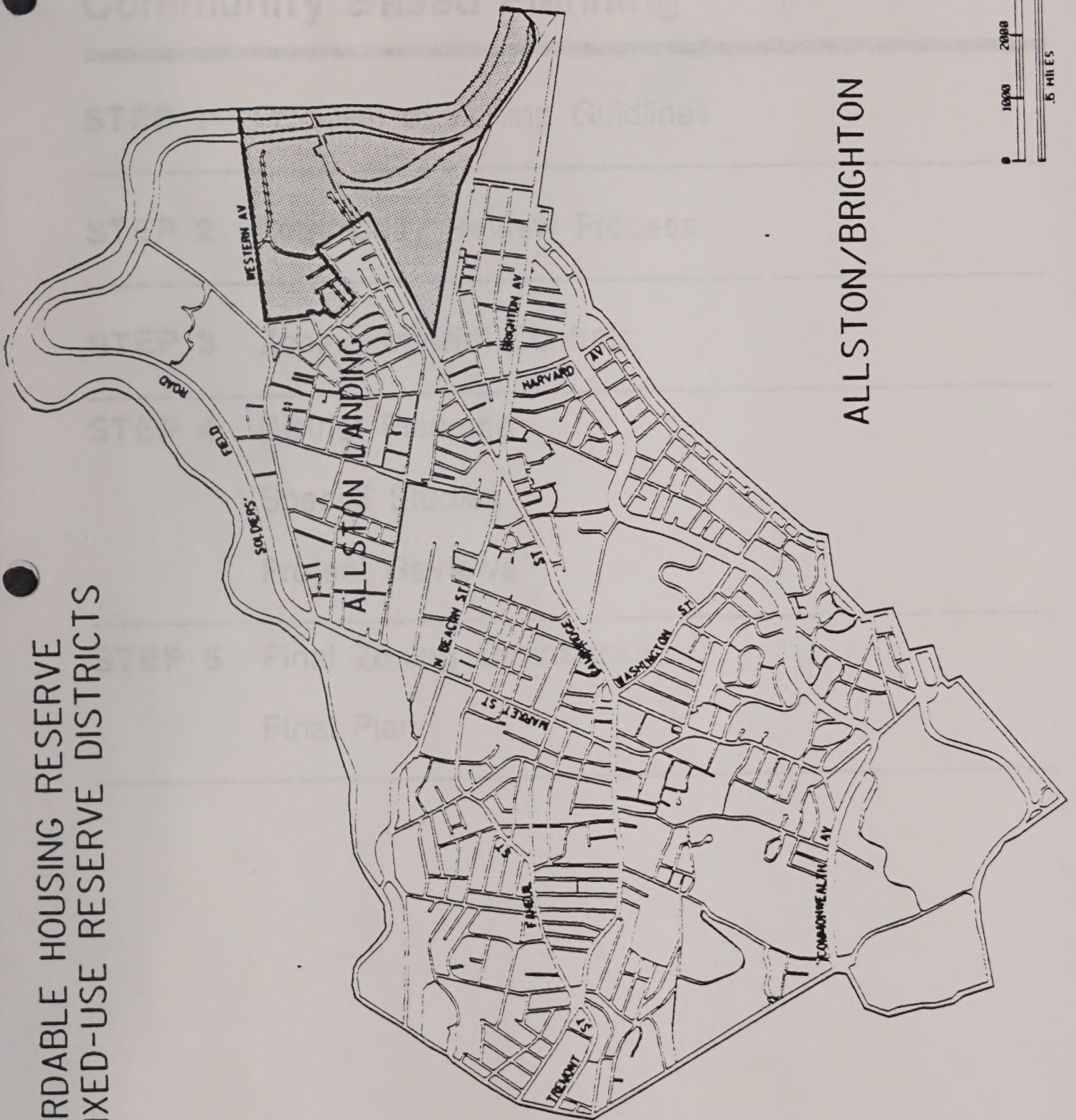
BOULEVARD PLANNING DISTRICTS ALLSTON/BRIGHTON



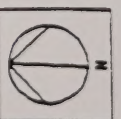
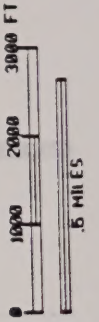
1. COMMONWEALTH AVENUE
2. CAMBRIDGE STREET
3. BRIGHTON AVENUE/W. BRIDGE ST.
4. WASHINGTON STREET
5. HARVARD AVENUE
6. MARKET STREET
7. WESTERN AVENUE



AFFORDABLE HOUSING RESERVE AND MIXED-USE RESERVE DISTRICTS



ALLSTON/BRIGHTON



Community Based Planning

STEP 1 Proposal of Zoning Guidelines

STEP 2 Community Review Process

STEP 3 Zoning-Interim Controls

STEP 4 District Planning

Special Studies

Project Reviews

STEP 5 Final Zoning Ordinances

Final Plan

Calendar

5

STEP 1: Proposal of Zoning Guidelines

DATE	ACTIVITY
November 20, 1985	First community meeting - distributed information
January, 1986	Second community meeting - continued discussion for the Planning and Zoning Commission (PZC)
May 1, 1986	Mayor introduces PZC
May 6, 1986	Resolution for PZC passed by Mayor and PZC

STEP 2: Community Review Process

June 4, 1986	PZC meeting - first meeting
June 10	
June 17	
June 24	
August 1	
August 18	
September 2	
September 15	
October 6	
October 20	
November 3	
November 17	
November 24	
March 2, 1987	Presentation of Policy Recommendations and to PZC by PZC and Planning Commission
March 9, 1987	Further discussion on Policy Recommendations by PZC
March 30, 1987	Approval of Draft PZC recommendations, including Policy Recommendations
April 10, 1987	Submission of Alternative Drafts to Mayor and PZC
April 27, 1987	Community meeting presentation and discussion Draft PZC Recommendations
May 4, 1987	PZC meeting discussion Draft PZC Recommendations
May 18, 1987	PZC meeting
	Further discussion on Draft PZC Recommendations and discussion of comments received from public

Calendar

STEP 1 Proposal of Zoning Guidelines

DATE	ACTIVITY
November 20, 1985	First community meeting - Distributed Workbooks
January, 1986	Second community meeting - Solicited nominees for the Planning and Zoning Advisory Committee (PZAC)
May 1, 1986	Mayor appointed PZAC
May 6, 1986	Reception for PZAC hosted by Mayor and BRA

STEP 2 Community Review Process

June 4, 1986	PZAC meetings - Issues included: traffic and parking, housing and density, institutional encroachment, affordable housing
June 16	
July 7	
July 21	
August 4	
August 18	
September 8	
September 22	
October 6	
October 20	
November 3	Presentation of Policy Recommendations to PZAC by BRA and Neighborhood Services
November 17	
December 2	
March 2, 1987	
March 9, 1987	
March 30, 1987	
April 10, 1987	
April 27, 1987	
May 4, 1987	
May 18, 1987	
	Further comment on Draft IPOD Amendment and discussion of comments received from public

STEP 3

Zoning-Interim Controls

May 21, 1987

Submit IPOD Amendment to BRA Board/Public Hearing

June 16, 1987

Petition Zoning Commission/Action on Petition

June 30, 1987

Submit for approval by the Mayor

STEP 4

District Planning

Special Studies

Project Reviews

July 1, 1987

Boulevard Planning Studies to be conducted
Special Study Areas to be studied

May 1, 1989

Individual project reviews to be conducted
District planning to be conducted

STEP 5

Final Zoning Ordinances

Final Plan

June 30, 1989

Adoption of New Zoning

ALLSTON-BRIGHTON NEIGHBORHOOD PROFILE

Introductory Overview

From 1635 to World War II, Allston-Brighton developed from an agricultural community into large stockyards serving the region, and later diversified into industrial uses. Containing 4.4 square miles, Allston-Brighton is Boston's largest, most populous neighborhood.

After World War II, two major changes affected Allston-Brighton. First, the Massachusetts Turnpike divided Allston-Brighton even more than the previous railyards, by cutting through existing neighborhoods and shopping areas, and second, the growth of local universities brought in a flood of students. High concentrations of elderly, college students and working class families now combine to present a wide range of lifestyles.

The area's population in 1980 was 65,264 or 11.6% of the City of Boston's total population. Large groups of Irish, Italian, Greek and Jewish populations, already established in Allston-Brighton, have been joined by Chinese, Blacks, and Hispanics. Allston-Brighton today is one of the city's best integrated and most diverse neighborhoods. However, half its households contain single residents and another quarter are composed of unrelated individuals.

The predominant housing type is a wood frame, single family unit, but 1 to 6 family structures, rowhouses, garden apartments, and medium rise apartments all are present in substantial numbers. Many of these have recently been converted into condominiums. There is also subsidized housing and several dominant public housing developments, including Faneuil and Commonwealth Fidelis Way. Both of these developments have been the focus of modernization efforts.

I. Neighborhood History

Settlement began in 1635 when the area was opened to land grant settlers. A pattern of sparsely settled agricultural land prevailed until the filling of Back Bay and Kenmore Square in the late 1800s; by this time the Brighton stockyards had become the foremost cattle market in the region. At that time, the extension of streetcar lines encouraged high quality residential development in Brighton, much of which still remains today in Allston and the northern and eastern sections of Brighton. The proximity to the Charles River and to the Boston and Albany Railroad encouraged the construction of stockyards, slaughterhouses, and meat packing operations. As the nation expanded westward and refrigerated railroad cars were introduced, the Brighton stockyards declined in importance and were replaced by other industrial plants, commercial warehouses, and even houses. Since settlement was unplanned, housing, commercial and industrial uses were intermingled, causing a confusing and blighted environment that still exists in some sections of the neighborhood today.

After World War II, the construction of the Mass. Turnpike extension isolated Allston from Brighton even more than the railroad tracks due to the greater width of its right-of-way, the noise and air pollution, and because it severed pedestrian links. Meanwhile, the proximity to expanding universities on all

sides resulted in a considerable influx of students, younger families, and new workers into the district. This spurred conversion of housing into more smaller units and condominiums.

Table Ia. Allston-Brighton Population and Housing, 1950-1980

	<u>1950</u>	<u>1960</u>	<u>1970</u>	<u>1980</u>
Population	67,102 (8.4)	64,207 (9.2)	63,657 (9.9)	65,264 (11.6)
Housing Units	21,314 (9.6)	23,452 (9.8)	25,324 (10.9)	29,548 (12.2)
Persons Per Unit	3.1	2.7	2.5	2.2

Note: Figures in brackets are percent of Boston total.

Source: See section at end of profile describing sources a(, b), c) and d), as well as the methodology.

II. Demographics

By 1985, Allston-Brighton had become an area of young adults with one of the lowest median age levels among Boston's neighborhoods. Over two-thirds of its population was between the ages of 15 and 34 in 1985. Although the 5,500 group quarters population, one-twelfth of this large district, was mostly students, the majority of the neighborhood's young adults were beyond school age and were working. Over two-thirds of the households were also non-family, living either as singles or as roommates.

Characteristic of Boston's young adults, high educational attainment, occupational skills and high mobility prevailed. Allston-Brighton joined Fenway-Kenmore as one Boston's fastest growing neighborhoods from 1980 to 1985.

Table IIa. Total Population in 1985

	<u>Total</u>	<u>Population in group quarters</u>	<u>Household population</u>	<u>Average house- hold size</u>
Allston-Brighton	67,600	5,700	61,900	2.1
City of Boston	601,095	32,300	570,500	2.4

Note difference between total population and household population. Most of the following tables refer to household population as explained in the end notes for source b).

Table IIb. Household Population Age Composition in 1985
(in percent)

	<u>Median Age</u>	<u>0-14</u>	<u>15-24</u>	<u>25-34</u>	<u>35-54</u>	<u>55+</u>
Allston-Brighton	25.9 yrs	6	39	30	11	14
City of Boston	28.8 yrs	17	23	22	20	18

Note: Percent may not total to 100 due to rounding.

Source: b)

The neighborhood had the largest concentration of Chinese outside of Chinatown. Aside from the Chinese relatively few other minorities resided in Allston-Brighton.

Table IIc. Household Population Racial Ethnic Composition in 1985
(in percent)

	<u>White, not Hispanic</u>	<u>Black</u>	<u>Hispanic*</u>	<u>Asian</u>	<u>Other Races</u>
Allston-Brighton	81	2	4	12	1
City of Boston	62	25	7	5	1

Note: Percent may not total to 100 due to rounding.

* Hispanic includes self-designated Hispanics plus those who speak Spanish in the home or were born in a Spanish-speaking country.

Source: b)

Allston-Brighton had virtually no single parent households and considerably fewer traditional families than average because over three-fourths of its households were composed of unrelated individuals. In fact, 49 percent of the total were single person households in 1985.

Table 11d. Household Composition in 1985
(in percent)

	<u>Traditional families and couples</u>	<u>Single parent households</u>	<u>Single person household</u>	<u>Household of unrelated individuals</u>
Allston-Brighton	23	1	49	27
City of Boston	36	16	34	14

Note: Percent may not total to 100 due to rounding.

Source: b)

III. Income and Poverty

Allston-Brighton's household income was a little higher than the city average because of above-average family income, although many unrelated individuals had below-average income.

Table 111a. Median Household Income and Portion in Poverty in 1979 and 1984
(in current dollars and percent in poverty)

	Median household income		Portion in poverty			
	<u>1979</u>	<u>1984</u>	<u>1979 all persons</u>	<u>1984 all persons</u>	<u>1984 all families</u>	<u>1984 unrelated persons</u>
Allston-Brighton	\$12,301	\$22,400	22	17	8	22
City of Boston	12,530	19,250	20	21	22	17

Source: b)

IV. Mobility and Migration

Allston-Brighton had decidedly fewer residents born in Boston: instead, it had a larger proportion from other parts of the U.S. and Canada. Even though one-fifth of the households have been at their home in Allston-Brighton over 16 years, the rest of its population was particularly mobile. Over half has been in their dwelling less than two years.

Table IVa. Place of Birth of 1985 Residents
(in percent)

	<u>Massachusetts</u>	<u>Other U.S. and Canada</u>	<u>Europe</u>	<u>Elsewhere</u>
Allston-Brighton	41	37	7	15
City of Boston	55	25	5	15

Note: Percent may not total to 100 due to rounding.

Source: b)

Table IVb. Years in Dwelling Unit of 1985 Residents
(in percent)

	<u>2</u>	<u>2-5</u>	<u>6-10</u>	<u>11-15</u>	<u>16+</u>
Allston-Brighton	53	21	4	2	21
City of Boston	28	27	16	10	19

Note: Percent may not total to 100 due to rounding.

Source: b)

V. Employment

Labor force participation in Allston-Brighton was high and many were employed in service occupations. A variety of workplaces in Allston-Brighton support 29,500 jobs. A sizeable manufacturing base and health and hospital services account for over 4,000 jobs each. The area also specializes in business services and retail trade, including eating and drinking establishments.

Table Va. Labor Force Status, Spring 1985
(in percent)

	<u>Participation rate (Persons aged 16 yrs</u>	<u>Unemployment rate</u>
Allston-Brighton	68	3
City of Boston	66	6

Source: b)

Table Vb. Industry of Resident Workers, 1985
(in percent)

	<u>Manuf'g</u>	<u>Trade</u>	<u>F.I.R.E.*</u>	<u>Services</u>	<u>Gov't</u>	<u>Other</u>
Allston-Brighton	11	15	8	48	3	16
City of Boston	14	16	8	36	11	15

Note: Percent may not total to 100 due to rounding.

* F.I.R.E. is an abbreviation for Finance, Insurance and Real Estate.

Source: b)

Table Vc. Employment within Neighborhood, 1983

	<u>Manuf'g</u>	<u>Trade</u>	<u>F.I.R.E.*</u>	<u>Services</u>	<u>Gov't</u>	<u>Other</u>
Allston-Brighton	4,100	7,200	800	10,100	3,200	4,100
City of Boston	48,900	81,000	78,800	171,000	91,500	58,100

Source: c)

VI. Housing

Allston-Brighton was second only to the Central district in net additions to its housing stock from 1980 to 1985. Allston-Brighton is currently still a neighborhood of renters: three of every four households rent their units. However, condominium conversions was already at a fever pitch in 1985. In early 1985, Allston-Brighton had 4,127 condominiums: by the end of 1986, it had 5,757, in effect doubling the 1980 rate of resident ownership.

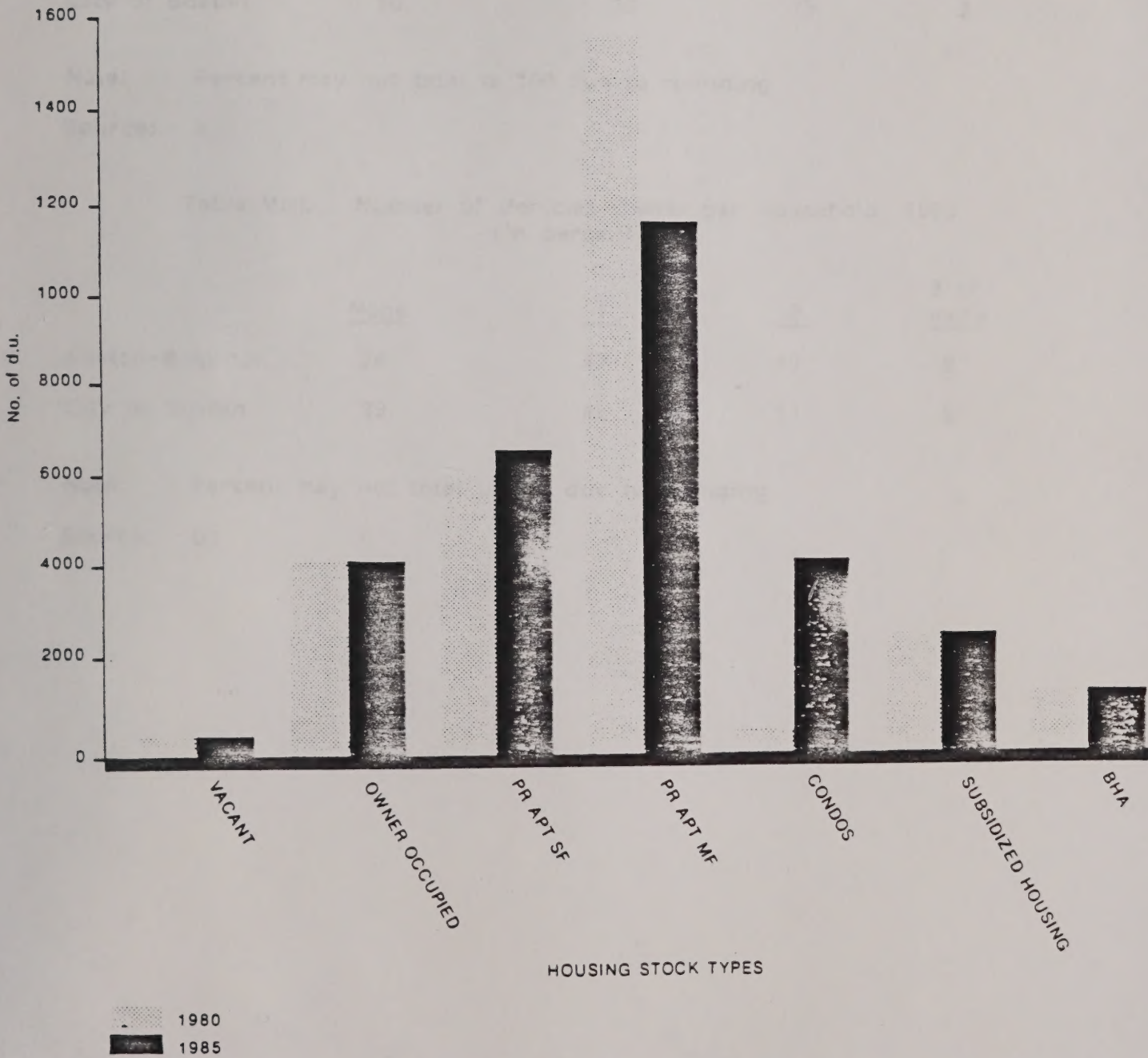
The stock of condominiums in the neighborhood in 1985 was second only to Back Bay-Beacon Hill. By then, 17 percent of Allston-Brighton's housing units were condominiums, which was comparable to Fenway-Kenmore, but still much less than the Back Bay-Beacon Hill and Central neighborhoods. Property values and rents in Allston-Brighton are the highest of any planning district not contiguous to the Downtown.

Table VIb. 1-3 Family Property Values and Median Gross Rents, 1980 and 1985

	<u>1-3 family property values</u>		<u>Median monthly gross rents</u>	
	<u>1979</u>	<u>1985</u>	<u>1980</u>	<u>1985</u>
Allston-Brighton	\$55,000	\$180,000	\$291	\$530
City of Boston	32,000	115,000	254	400

Source: b)

FIGURE C8: ALLSTON BRIGHTON NEIGHBORHOOD HOUSING PROFILE



VII. Transportation

In terms of mode of transportation to work and car ownership, Allston-Brighton practices were fairly close to the city average.

Table VIIa. Means of Household Transportation to Work, 1985
(in percent)

	<u>Vehicle</u>	<u>MBTA</u>	<u>Walk</u>	<u>Other</u>
Allston-Brighton	52	36	9	3
City of Boston	50	33	15	3

Note: Percent may not total to 100 due to rounding.

Source: b)

Table VIIb. Number of Vehicles Owner per Household, 1985
(in percent)

	<u>None</u>	<u>1</u>	<u>2</u>	<u>3 or more</u>
Allston-Brighton	34	47	10	9
City of Boston	39	42	14	5

Note: Percent may not total to 100 due to rounding.

Source: b)

APPENDIX D

Allston Landing Limited Partnership Design Review Process

Except as expressly provided herein to the contrary, the Authority's design review process applicable to the Project shall be as set forth in this Appendix D and in Article V ("Article V") of the Development Review Procedures promulgated by the City of Boston and Boston Redevelopment Authority dated 1985, revised in 1986. Articles I through IV and VI through XI of the Submission Requirements set forth in said Development Review Procedures shall not be applicable to the Project.

Notwithstanding any contrary provision herein or in Article V, there shall be one design submission to the Authority for Phase 1 of the Project consisting of the following:

1. Written description of program elements and space allocation for each element
2. Neighborhood plan and sections at an appropriate scale (1" = 50' or larger) showing relationships of the proposed project to the neighborhood's:
 - a. massing
 - b. building height
 - c. scaling elements
 - d. open space
 - e. major topographic features
 - f. pedestrian and vehicular circulation
 - g. land use
3. Black and white 8" x 10" photographs of the site and neighborhood
4. Sketches and diagrams to clarify design issues and massing options
5. Eye-level perspective (reproducible line drawings) showing the proposal in the context of the surrounding area
6. Aerial views of the proposal
7. Site sections at 1" = 20' or larger showing relationships to adjacent buildings and spaces
8. Site plan at an appropriate scale (1" = 20' or larger) showing
 - a. General relationships of proposed and existing adjacent buildings and open space
 - b. Open spaces defined by buildings on adjacent parcels and across streets

- c. General location of pedestrian ways, driveways, parking, service areas, streets, and major landscape features
 - d. Pedestrian, handicapped, vehicular and service access and flow through the parcel and to adjacent areas
 - e. Survey information, such as existing elevations, benchmarks, and utilities
 - f. Phasing possibilities
 - g. Construction limits
9. Massing model at 1" = 40' and study model with the facade design at 1" = 16'
10. Drawings at an appropriate scale (e.g., 1" = 8') describing architectural massing, facade design and proposed materials including:
- a. Building and site improvement plans
 - b. Elevations in the context of the surrounding area
 - c. Sections showing organization of functions and spaces
11. Preliminary building plans showing ground floor and typical upper floor(s) (at 1" = 8')

The design submissions for each phase of the Project subsequent to Phase 1 shall be in the following categories as set forth in Article V: project schematics, design development, contract documents and construction inspection.

The Applicant shall submit to the Authority the documentation described above for Phase 1 of the Project and the documentation described in Article V for each of the separate design submission categories for each phase of the Project subsequent to Phase 1. The Authority shall review the documentation in each such submission and shall, within ten (10) days after receipt thereof, either approve the documentation, conditionally approve the documentation or notify the Applicant in writing of disapproval, specifying the respects in which the documentation is disapproved. Representatives of the Applicant shall meet with representatives of the Authority as reasonably requested by the Authority to review with the Authority the submitted documentation during each such 10-day period.

In the event of disapproval by the Authority of a design submission for any phase of the Project, the Applicant shall resubmit the documentation taking into account the grounds specified by the Authority for disapproval. The resubmission and any subsequent resubmission shall be subject to the review and approval of the Authority in accordance with the procedure herein above provided for an original submission, until the documentation shall be approved by the Authority. The Authority's review of any design submission for each phase of the Project after Phase 1 shall be limited to matters not resolved in the prior design submissions for such phase of the Project.

It is expressly understood that the scope of review by the Authority of such documentation shall not extend to the design or layout of interior spaces nor to structural, electrical, mechanical or plumbing designs or to the design of processing systems, facilities or

equipment except to the extent that the selection of any structural, electrical, mechanical or plumbing system impacts the design of exterior elements of the Project.

With respect to Phase 1 and each subsequent phase of the Project, the Applicant will submit to the Authority a construction management plan as part of the schematic submission, such plan to review the anticipated construction impacts of such phase as set forth in the above-described Development Review Procedures and mitigation measures to be taken; the plan shall be reviewed by the Authority in the manner provided for submissions in the preceding paragraph of this Appendix D.

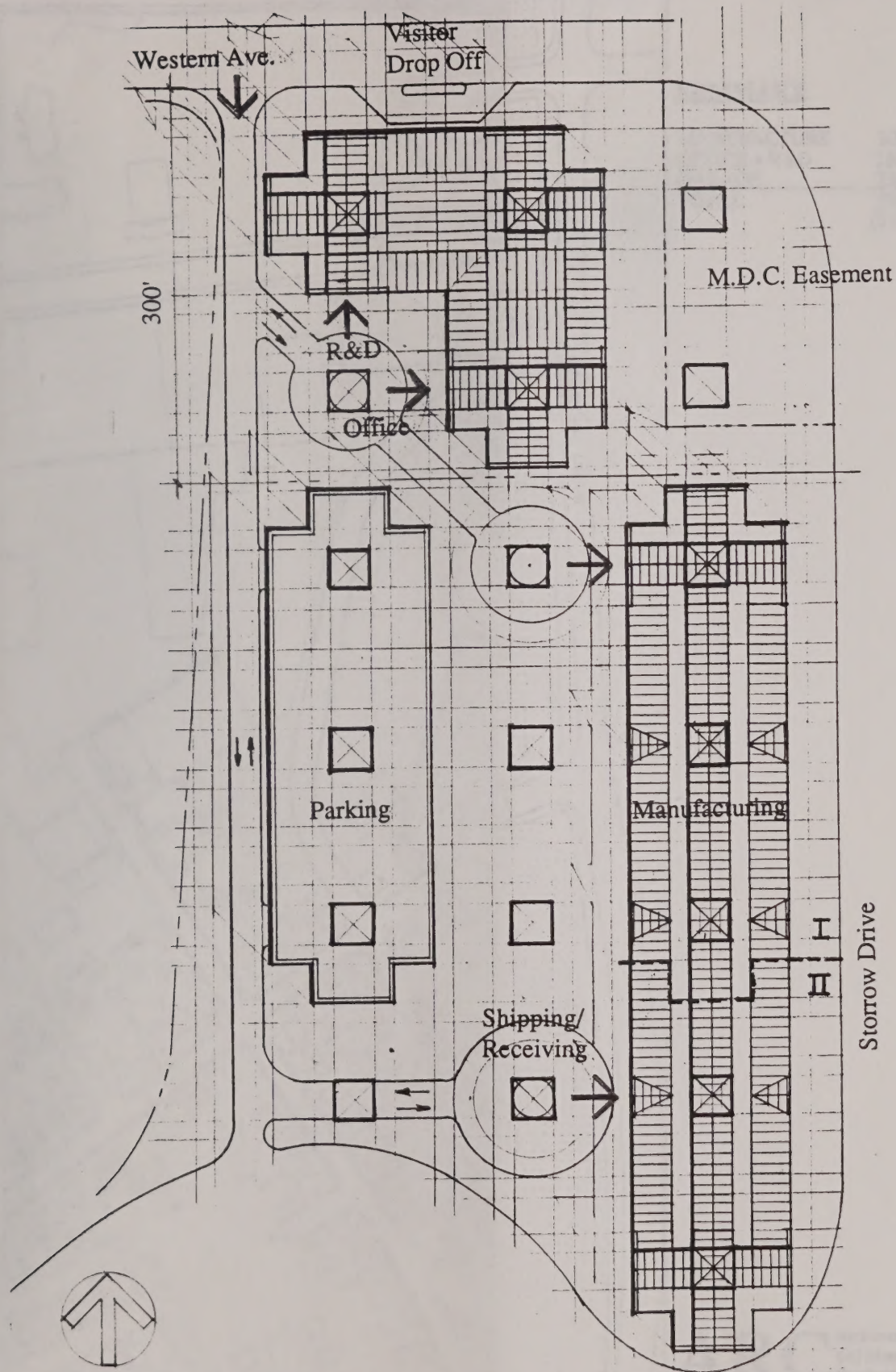
As part of or subsequent to a submission, the Applicant may submit plans and specifications prepared by the Architect for purposes of commencing work with respect to certain elements of the Project, which may include demolition, site work, relocation of utilities, foundation work, piling and other items that the Applicant proposes to commence on a "fast-track" basis. The Authority will review such plans and specifications and shall, within a ten (10) day period, approve, conditionally approve or disapprove commencement of work on specific "fast-track" construction elements. Commencement of work may be approved on such construction elements notwithstanding that the design review process as a whole is not completed provided such elements are demonstrated to the satisfaction of the Authority to be consistent with the drawings and specifications previously approved. In any event, no foundation work, utility relocation or piling shall be undertaken until the Authority shall have approved the location of the building footprint.

Except as provided in the previous paragraph, the Applicant shall not apply for a building permit for the construction of the Project or any part thereof (other than a foundation permit) without the prior certification of the Authority (which the Authority shall give if the facts so warrant) that the work to be done as set forth in the permit application is consistent with the drawings and specifications previously approved by the Authority. In its construction of the Project, the Applicant shall ensure that the external appearance of the site and improvements is in substantial accord with such drawings and specifications.

APPENDIX E

GENZYME CORPORATION Tentative Development Schedule 12/01/91 - 05/01/92

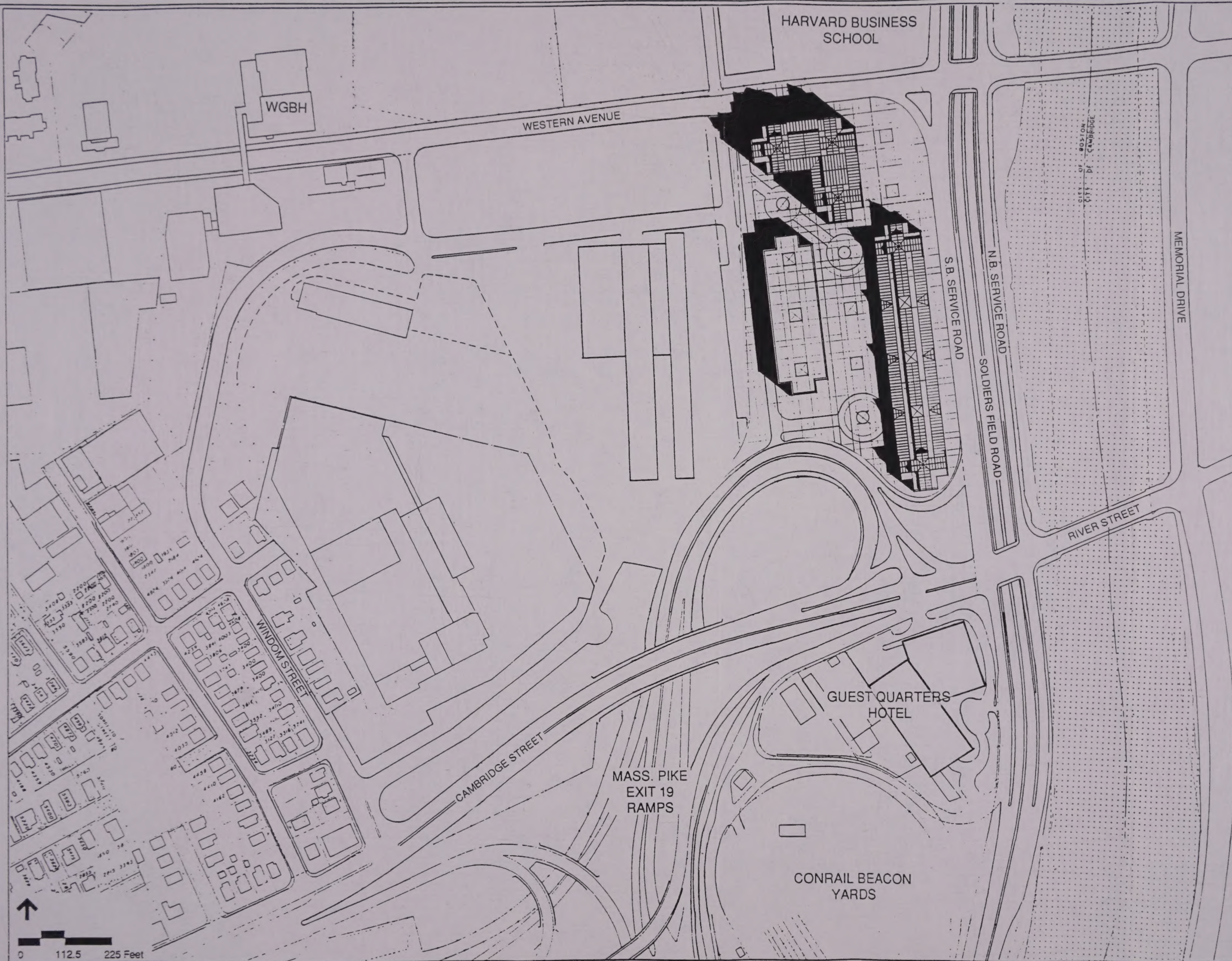
	12/1/91	1/1/92	2/1/92	3/1/92	4/1/92	5/1/92
DESIGN	MASTER PLAN SITE SURVEY SCHEMATIC DESIGN	DESIGN DEVELOPMENT AND CONTRACT DOCUMENTS				
121A	FILE LETTER OF INTEREST CITY TRANSPORTATION PREPARE & FILE APPLICATION BRA REVIEW ADVERTISEMENT PUBLIC HEARING BRA BOARD DECISION CONSENT OF MAYOR	DEPARTMENT REVIEW				
MEPA	ENF FILE MONITOR NOTICE ENF REVIEW PERIOD SECRETARY DETERMINATION	APPEAL PERIOD				



ARC Architectural Resources Cambridge, Inc.
140 Mount Auburn Street
Cambridge, Massachusetts 02138

Figure 6

Site Plan



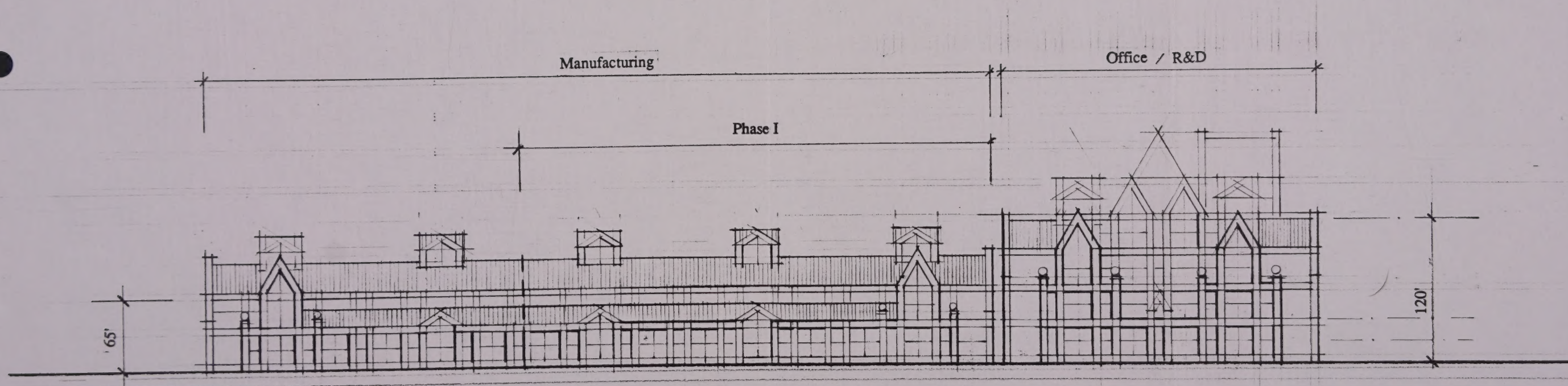
SUMMARY

MANUFACTURE	200,000 SF (200 CARS)
OFFICE + R&D	280,000 SF (560 CARS)
GARAGE	250,000 SF
TOTAL	730,000 SF (760 CARS) (2 CARS/1000 SF OFFICE)

ARC Architectural Resources Cambridge, Inc.
140 Mount Auburn Street
Cambridge, Massachusetts 02138

Figure 5

Genzyme Total
Development



ARC Architectural Resources Cambridge, Inc.
140 Mount Auburn Street
Cambridge, Massachusetts 02138
Figure 7

River Elevation

APPENDIX G

Minimum Standards for Financing, Construction, Maintenance and Management of the Project Under Chapter 121A of the General Laws of Massachusetts

1. Financing. The debt and/or equity financing of the cost of the Project and related matters shall be in accordance with the provisions of Section 4(a) of the Application. Approval of the Authority shall not be required for debt or equity financings or refinancings of the Project subsequent to the initial financing described in said Section 4(a).

2. Construction. The Owner shall cause the Project to be constructed in a good and workmanlike manner employing materials of good quality and so as to conform to the Application (including design review as set forth in Appendix D to the Application), zoning, building, health and fire laws, codes, ordinances and regulations in effect in Boston except to the extent that permissions are granted by the Authority with the approval of the Mayor for the Project to deviate from such laws, codes, ordinances or regulations. Whether or not the construction complies with said Application, laws, codes, ordinances and regulations as the same may be varied by said permissions for deviations shall, subject only to judicial review, be determined by the Division of Inspectional Services of the City of Boston and all inspections to determine such compliance shall be conducted by it, and the issuance by the Division of Inspectional Services or other duly constituted authority of one or more certificates of occupancy or equivalent documents shall be treated as conclusive evidence of compliance of construction with said laws, codes, ordinances and regulations.

3. Maintenance. Upon completion of construction of each phase of the Project, the Owner shall, at its own cost and expense, keep and maintain such part of the Project or cause it to be kept and maintained in good repair, order and condition.

4. Management. The Owner may manage all or any part of the Project itself or employ affiliates or independent contractors to undertake such management. The Owner or its transferee(s) may operate, manage and maintain the Project or employ or contract with one or more parties (any of which may be affiliates of the Owner) to operate, manage and maintain the Project, or any portion thereof, pursuant to an operating lease, management agreement or other agreement. Any such party under an operating lease, management agreement or other agreement will in no event be subject to the provisions of Chapter 121A or the approval of the Authority. Tenants and users of the Project will pay certain expenses related to the management of the Project directly to such party under their leases or occupancy agreements, which payments shall not be included in the gross income of the Owner under Section 10 of Chapter 121A.

5. Accounting Procedure.

a. Maintenance of Accounting Records. The Owner shall keep and maintain at all times during the period of exemption accounting records conforming to generally

accepted accounting principles in which shall be recorded: all sums from time to time invested in the Project, the payments that are required to be made under the Owner's contract with the City of Boston under Section 6A of Chapter 121A and all information necessary for the computation of (i) the payments which the Owner is required to make pursuant to the provisions of Sections 10 and 15 of Chapter 121A of the General Laws as heretofore amended, and (ii) the amounts which the Owner shall be entitled to receive and accept for its general purposes as net income from the Project pursuant to the provisions of said Chapter 121A as heretofore amended. Within one hundred twenty (120) days after the end of each calendar year, the Owner shall deliver to the Authority a statement for each calendar year certified by an officer of its general partner giving in reasonable detail the information necessary for the computation of the foregoing items and computing the same. Such statement shall be certified by independent public accountants of recognized standing, which the Owner shall cause to be selected and paid. The Authority shall during reasonable business hours be permitted to examine and audit all such accounting records.

b. Definitions for the Purposes of Making Computations Required by the Provisions of Chapter 121A. For the purposes of making the computations required by the provisions of Chapter 121A as heretofore amended, the following provisions shall apply:

1. The "cost" of the Project shall include the following expenditures and charges incurred by or to be incurred by the Owner or otherwise in connection with the Project including, without limitation, all development costs incurred by the Owner or affiliates of the Owner from and after January 1, 1991, to the present:

(a) Architectural, engineering, construction, management, accounting, legal, advertising and other professional fees and expenses.

(b) Cost of the Owner's leasehold interest in Project Area and any expansion rights on other land including any ground rental payments and cost of site preparation.

(c) Cost of maintaining the site and improvements prior to and during the construction period for each phase of the Project (until issuance by the Division of Inspectional Services of all certificates of occupancy for such phase).

(d) Cost of all real property improvements including landscaping and utilities.

(e) Expenditures for acquiring, constructing and installing furniture, furnishings, machinery, equipment and other personal property used or to be used in the construction, operation, use, management and maintenance of the Project and costs of Owner relating thereto, which

under generally acceptable accounting principles would be treated as capital expenditures.

(f) Fees, contributions, taxes, assessments, excises and similar payments (including payments pursuant to said Chapter 121A) prior to and during the construction period (as so defined).

(g) Interest and other financing costs and expenses prior to and during the construction period (as so defined).

(h) That part of the salaries, wages and reimbursable expenses of the Applicant and its employees and all Project agents or employees, and of the cost of employee benefits and of the general administrative expenses of such persons, which are properly allocable to the acquisition of the land and improvements and the planning and construction of the Project.

(i) Working capital required for operation and maintenance of the Project.

(j) Any other direct and indirect expenses which, under generally accepted accounting principles, would be treated as capital expenditures, including, without limitation, construction, development, supervision, leasing, finders and brokerage fees (including those payable to affiliates).

2. For purposes of the computation required by Sections 15 and 18C of Chapter 121A of the General Laws as now in effect the cost of the Project may, at the election of the Owner, be amortized at such rates and methods as during the period of exemption may be allowed to the Owner by the Internal Revenue Service of the United States of America or at such other rates and methods as are in accordance with generally accepted accounting principles.

3. For purposes of the computation required by Sections 10, 15 and 18C of Chapter 121A of the General Laws as now in effect, "gross income" and "gross receipts" shall be considered synonymous and shall mean for each year payments actually received by the Owner in such year which are made by persons for the right to reside in or occupy any portion or all of the Project.

4. For purposes of the computation required by Sections 10, 15 and 18C of Chapter 121A of the General Laws as now in effect, "net income" for each year shall mean gross income or gross receipts for such year less the following items of expense for the year heretofore or hereafter incurred or assumed by the Owner or reimbursed or contributed by the Owner to others, in connection with the Project:

(a) All items of expense set forth in Section B.1 above, whether or not incurred prior to or during the construction period and whether or not the same would properly be treated as capital expenditures.

(b) Cost of maintaining, operating and managing the Project.

(c) Expenditures for acquiring, replacing, constructing, maintaining and installing furniture, furnishings, machinery, equipment and other personal property used or to be used in the construction, operation, use, management and maintenance of the Project.

(d) Fees, taxes, assessments, and excises and similar payments and contributions (including payments and contributions pursuant to said Chapter 121A and pursuant to any Cooperation Agreement between the Authority and the Owner, as amended from time to time, a Transportation Access Plan Agreement between the Boston Transportation Department and the Owner, as amended from time to time, and similar agreements).

(e) Interest and other financing costs and expenses.

(f) Premiums, fees and other charges and expenses incurred in connection with insurance policies of whatever kind or nature.

(g) Amortization as set forth in Section B.2 above, and the amortization or depreciation of other costs at such rates and methods as during the period of exemption may be allowed to the Owner by the Internal Revenue Service of the United States of America or at such other rates and methods as are in accordance with generally accepted accounting principles.

(h) To the extent that provision therefor is not included within such amortization or depreciation, reserves required for the operation and management of the Project, including, without limitation, reserves against bad debts and vacancies.

(i) That part of the salaries, wages and reimbursable expenses of such persons and their employees, and of the cost of employee benefits and of the general administrative expenses of such persons, which are properly allocable to the maintenance, operation and management of the Project.

(j) Any other direct and indirect expenses which, under generally accepted accounting principles, would be properly deductible from gross income or gross receipts.

5. All of the items of expense referred to in Section B.4 shall be included, without limitation, among the deductions from gross receipts set forth or referred to in Section 15 of Chapter 121A.

genzyme

**Manufacturing
Facility
Allston,
Massachusetts**

Submitted to
Executive Office of Environmental Affairs
Commonwealth of Massachusetts
MEPA Unit

Submitted by
Genzyme Corporation

Prepared by
Vanasse Hangen Brustlin, Inc.
Tech Environmental, Inc.
Timelines, Inc.

ENVIRONMENTAL NOTIFICATION FORM

I. SUMMARY

A. Project Identification

1. Project Name Genzyme Manufacturing and Office/R&D Facility
Address/Location Corner of Western Ave.
and the Service Road adjacent to Soldiers Field Road
City/Town Allston (Boston)
2. Project Proponent Genzyme Corporation
Address One Kendall Square, Cambridge, MA
3. Est. Commencement March, 1991 . Est. Completion September, 1993 (Phase I); 2005 (Full Build)
Approx. Cost \$ \$75M (Phase I) . Status of Project Design 1 % Complete.
4. Amount (if any) of bordering vegetated wetlands, salt marsh, or tidelands to be dredged, filled, removed, or altered (other than by receipt of runoff) as a result of the project.
NA acres NA square feet.
5. This project is categorically included and therefore requires preparation of an EIR.
Yes X No ? *The Full-Build project is presumed to be categorically included, however, the Phase I manufacturing facility is not categorically included.

B. Narrative Project Description

Describe project and site.

The Genzyme Corporation proposes to construct a new biotechnology manufacturing facility and R&D/corporate buildings and related facilities on a 9.4 acre site near the Charles River in Allston. The project will provide new facilities for Genzyme to produce two recently created drugs: Ceredase, the first approved treatment for Gaucher's disease, a deadly, genetically-transmitted enzyme deficiency; and Thyroid Stimulating Hormone, a diagnostic tool for the detection of metastases of thyroid cancer. The project will have significant benefits for the City of Boston and the Commonwealth, including the creation of new manufacturing jobs and the advancement of the emerging biotechnology industry. The first phase of the project will be a two-story 90,000 square foot (SF) manufacturing facility to produce these compounds. Phase I includes ancillary laboratories, office, storage, and mechanical space in addition to approximately 120 parking spaces in a landscaped at-grade lot. Subsequent phases of development may include a new R&D/corporate office center and more manufacturing space for a project total of up to 480,000 SF, and a parking structure with a total of approximately 480 spaces.

The site is owned by the Massachusetts Turnpike Authority (MTA) which will execute a long-term land lease with the Genzyme Corporation. Located at the corner of Western Avenue and the Service Road to the Turnpike Exit 19, the site is currently occupied by a trucking terminal facility. The site is paved and fenced off for security. At any one time, 200 to 300 tractor-trailers operate on the site on open, paved areas or in conjunction with a long, one-story truck terminal building. A portion of the northeast corner of the site is owned by the Massachusetts Water Resources Authority: this area is currently vacant.

The proposed project will transform the site into a distinctive, landscaped campus-like environment. The first phase of the project will derive from a master plan for the entire site. The maximum floor area ratio (FAR) for the site allowed under the applicable zoning is 2.0. Building heights will be low, in keeping with the nearby Harvard Business School and other riverfront corporate and institutional landmarks and as set forth in City of Boston zoning for the site. The maximum height of the Phase I manufacturing facility will be 65'. For the remainder of the project, the maximum height will be 80'. The site master plan and the Phase I development will incorporate landscaped setbacks and architectural material and design elements to be visually compatible with and enhance the Charles River Corridor. The full extent of the development may not be completed until the year 2005, however, each phase of the project will be designed so that it looks "finished".

(Continued on Attachment A, next page)

Copies of the complete ENF may be obtained from (proponent or agent):

Name: Nancy Kolb Firm/Agency: Vanasse Hangen Brustlin, Inc.
Address: 101 Walnut St., Watertown, MA Phone No. (617) 924-1770

C. List the State or Federal agencies from which permits or other actions have been/will be sought:

Agency Name

Permit

Date filed; file no.

(See Attachment B, next page)

D. List any government agencies or programs from which the proponent will seek financial assistance for this project:

Agency Name

Funding Amount

None

E. Areas of potential impact (complete Sections II and III first, before completing this section).

1. Check all areas in which, in the proponent's judgment, an impact of this project may occur. Positive impacts, as well as adverse impacts, may be indicated.

	Construction Impacts	Long Term Impacts
Inland Wetlands	_____	_____
Coastal Wetlands/Beaches	_____	_____
Tidelands	_____	_____
Traffic	X	X (Full-Build)
Open Space/Recreation	_____	_____
Historical/Archaeological	_____	_____
Fisheries/Wildlife	_____	_____
Vegetation/Trees	_____	_____
Agricultural Lands	_____	_____
Water Pollution	_____	X
Water Supply/Use	X	X
Solid Waste	X	X
Hazardous Materials	X	X (Full-Build)
Air Pollution	X	X (Shadow Only)
Noise	_____	X (Benefit)
Wind/Shadow	_____	_____
Aesthetics	_____	_____
Growth Impacts	_____	_____
Community/Housing and the Built Environment	_____	_____
Other (Specify)	_____	_____

2. List the alternatives which have been considered.

- Project as described in I.B., above.
- Project described above, as modified for alternative sites in Massachusetts (including Cambridge (Kendall Square), the Worcester Biotechnology Park, and the Shrewsbury site of the Worcester Foundation for Experimental Biology), and out-of-state (North Carolina, Rhode Island, Texas, and Puerto Rico).
- No-Build Alternative.

F. Has this project been filed with EOEa before? No X Yes _____ EOEa No. _____

G. WETLANDS AND WATERWAYS

1. Will an Order of Conditions under the Wetlands Protection Act (c.131s.40) or a License under the Waterways Act (c.91) be required?
Yes _____ No X
2. Has a local Order of Conditions been:
 - a. issued? Date of issuance N/A ; DEQE File No. _____ .
 - b. appealed? Yes _____ ; No _____ .
3. Will a variance from the Wetlands or Waterways Regulations be required? Yes _____ ; No X .

II. PROJECT DESCRIPTION

- A. Map; site plan. Include an original 8½ x 11 inch or larger section of the most recent U.S.G.S. 7.5 minute series scale topographic map with the project area location and boundaries clearly shown. If available, attach a site plan of the proposed project.

(See Figures 1-5)

- B. State total area of project: 9.4 acres.

Estimate the number of acres (to the nearest 1/10 acre) directly affected that are currently:

- | | |
|--|--------------------------------|
| 1. Developed <u>8.9</u> acres | 6. Tidelands _____ acres |
| 2. Open Space/
Woodlands/Recreation <u>0.5</u> acres (vacant) | 7. Productive Resources |
| 3. Wetlands _____ acres | Agriculture _____ acres |
| 4. Floodplain _____ acres | Forestry _____ acres |
| 5. Coastal Area _____ acres | 8. Other _____ acres |

- C. Provide the following dimensions, if applicable:

	Existing	Ph.I/TOT. Increase	Ph.I/TOT. Total
Length in miles	N/A	N/A	N/A
Number of Housing Units	0	0	0
Number of Stories	1	1/6	2/7
Gross Floor Area in square feet	17KSF ±	73KSF/463KSF	90KSF/480KSF
Number of parking spaces	300 approx.	N/A	120/480
Total of Daily vehicle trips to and from site (Total Trip Ends)	(tractor-trailors) 500*	350/3,116	350/3,116
Estimated Average Daily Traffic on road(s) serving site **			
1. Western Ave.***	13,600	210/1,870	13,810/15,470
2. Southbound Service Rd	29,130	105/935	29,235/30,065
3. Northbound Service Rd	4,900	63/560	5,005/5,460

KSF = 1,000 square feet

* Estimated based on ITE Land Use Code 030. These trips have not been deducted from project trip generation estimates.

** See the Traffic Attachment for more detailed discussion.

*** Western Ave. between proposed site drive and southbound Service Road. Assumes a 60/40 split of traffic on Western Ave. north/south.

- D. TRAFFIC PLAN. If the proposed project will require any permit for access to local roads or state highways, attach a sketch showing the location and layout of the proposed driveway(s).

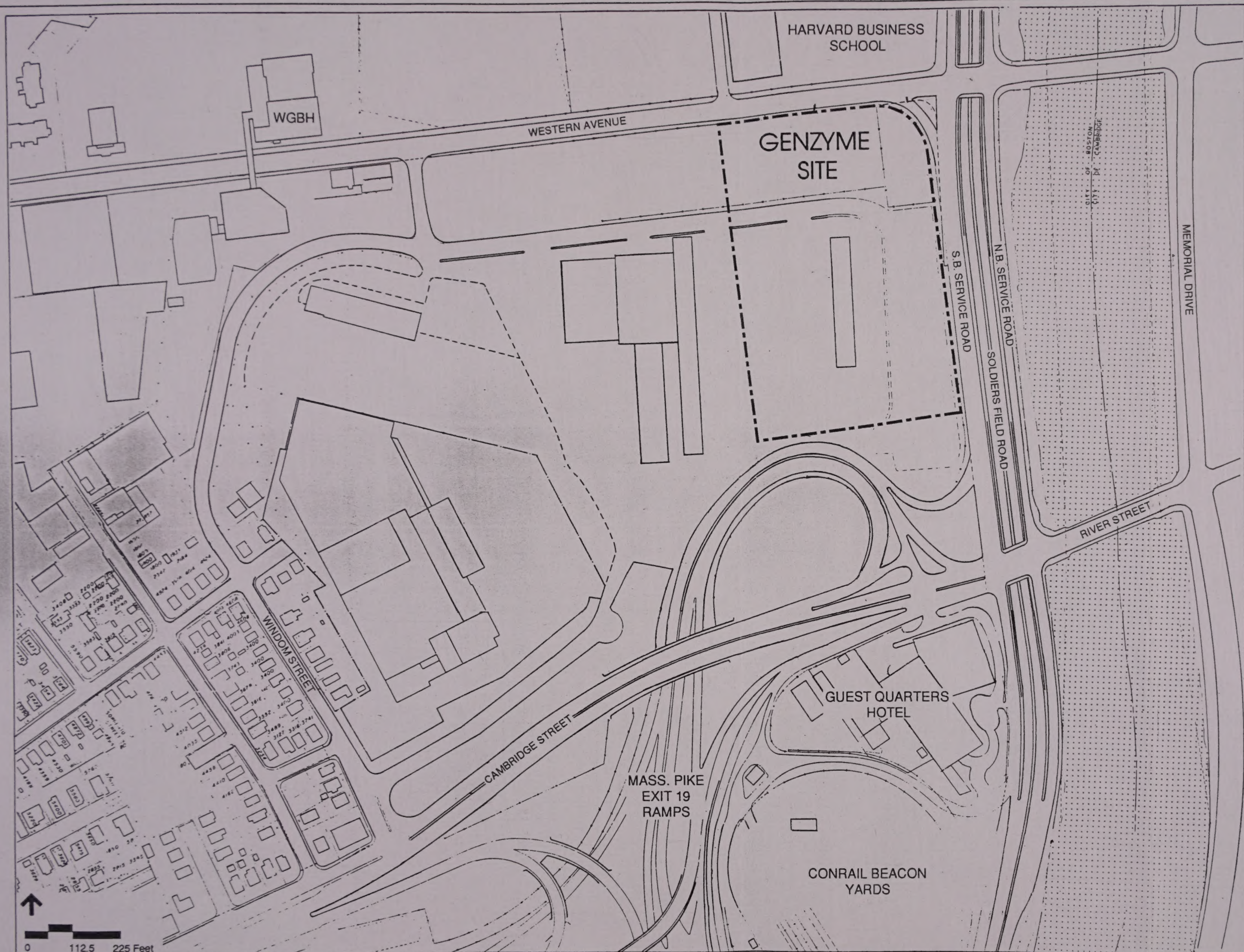
(See Figures 2-4 and the Traffic Attachment)



Vanasse Hangen Brustlin, Inc.

Aerial Photo

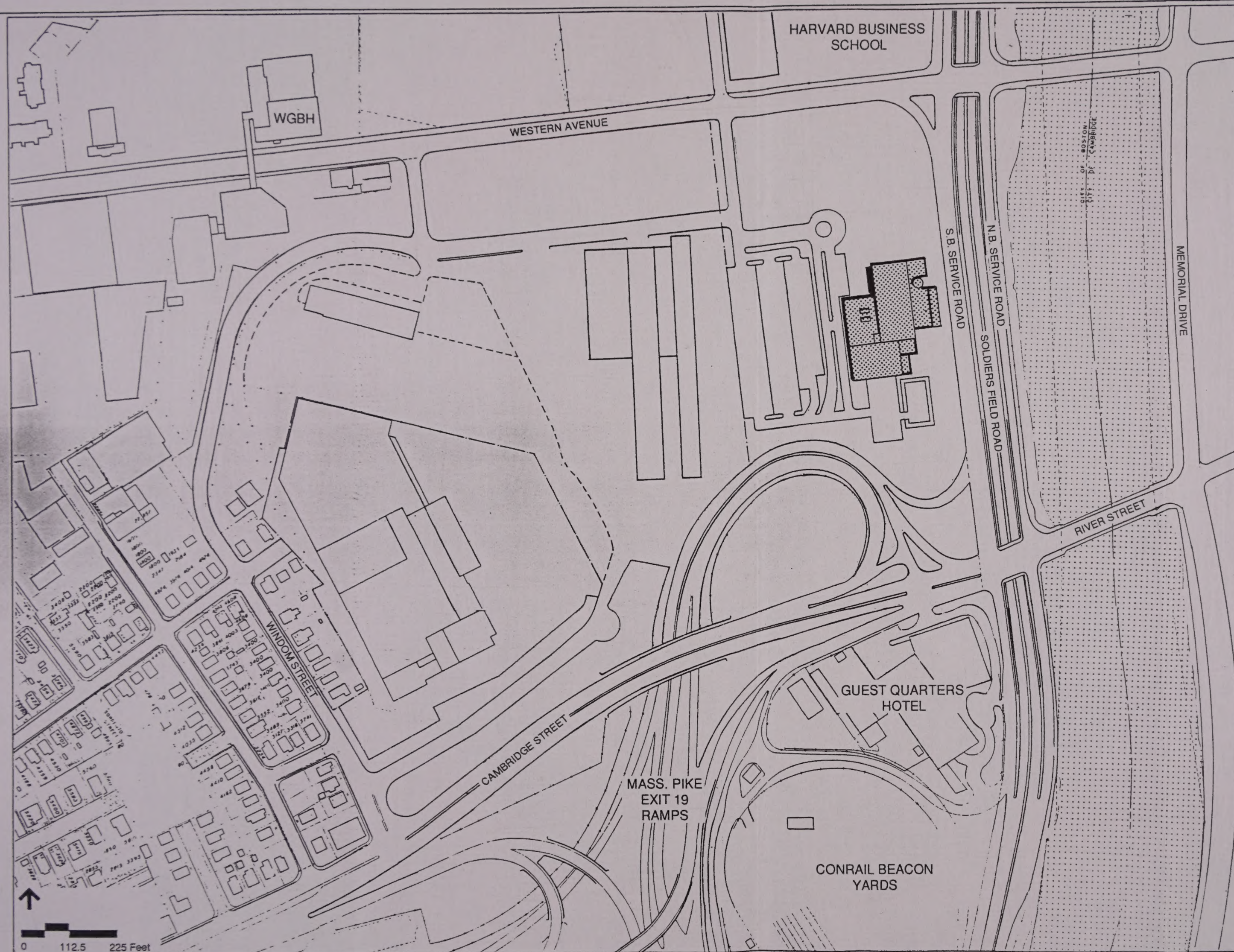
Figure 2



Vanasse Hangen Brustlin, Inc.

Figure 3

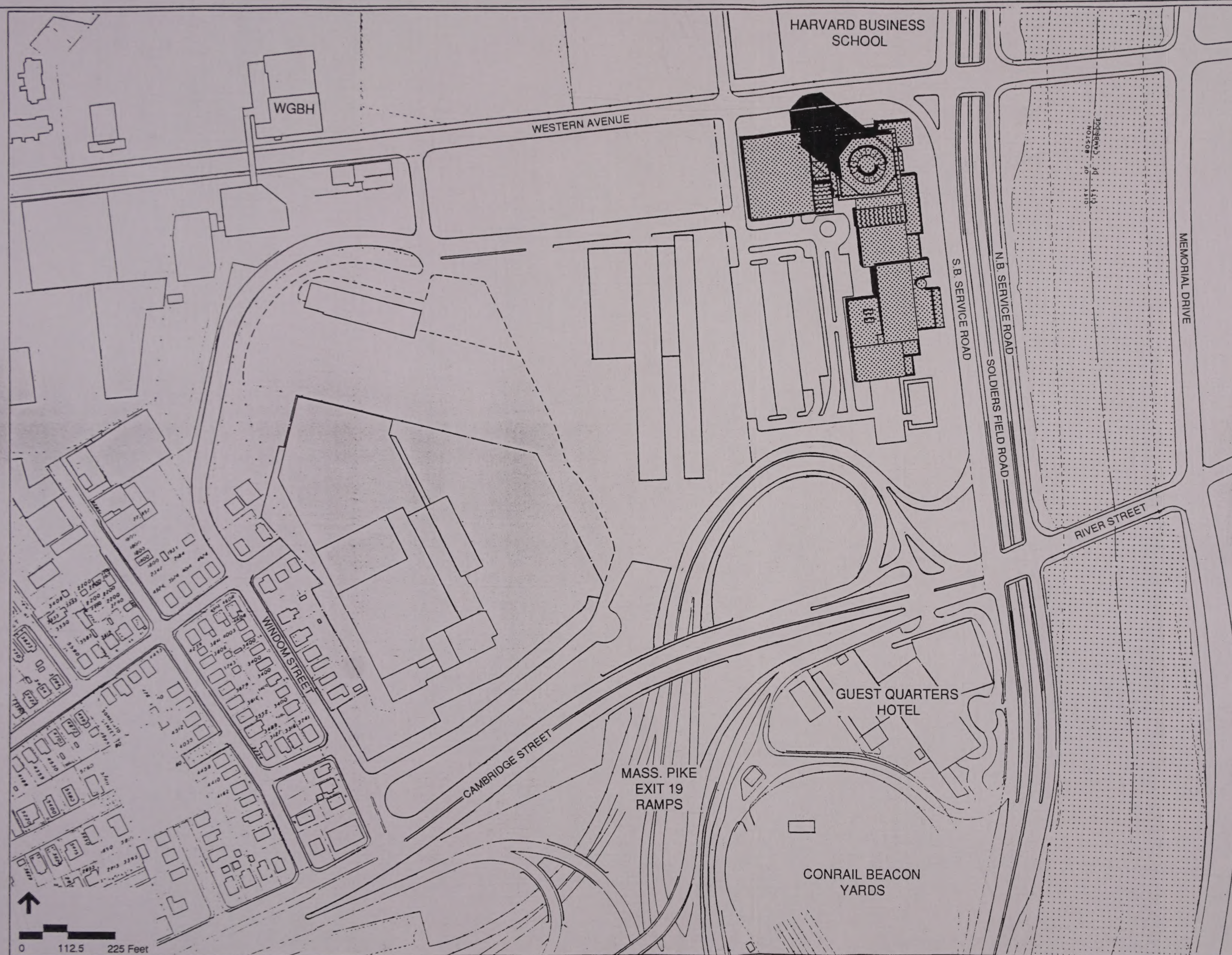
Existing Conditions



Vanasse Hangen Brustlin, Inc.

Figure 4

Genzyme Phase I
Development



Vanasse Hangen Brustlin, Inc.

Figure 5

Genzyme Total
Development Concept

III. ASSESSMENT OF POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS

Instructions: Explain direct and indirect adverse impacts, including those arising from general construction and operations. For every answer explain why significant adverse impact is considered likely or unlikely to result. Positive impact may also be listed and explained.

Also, state the source of information or other basis for the answers supplied. Such environmental information should be acquired at least in part by field inspection.

A. Open Space and Recreation

1. Might the project affect the condition, use, or access to any open space and/or recreation area?

The site is currently a trucking terminal on land leased by the Mass. Turnpike Authority (MTA). The land is "open", but it is fenced for security reasons. The Genzyme development will create buildings, parking areas, and landscaped open space. Thus, the amount of open space on the site will theoretically be reduced, but the site's visual quality will be dramatically improved, as will views from the Charles River Reservation.

Source: Vanasse Hangen Brustlin, Inc.

2. Is the project site within 500 feet of any public open space, recreation, or conservation land?

The eastern-most edge of the project site is located approximately 140-150' from the Charles River Reservation. The site is separated from this public open space by approximately 120'-130' of roadways: the Service Road and Soldiers Field Road. The project is not expected to affect the use of the Charles River Reservation or the small Cambridge park on the east side of Memorial Drive opposite the site.

Source: Vanasse Hangen Brustlin, Inc.

B. Historic and Archaeological Resources

1. Might any site or structure of historic significance be affected by the project? (Prior consultation with Massachusetts Historical Commission is advised.)

Review of documentation at the Massachusetts Historical Commission and consultation with the Boston Landmarks Commission revealed no historically significant structures or sites within the project boundaries and no historic structures or sites in the immediate vicinity of the project which would be adversely impacted by the proposed project. The Charles River Basin National Register District includes the MDC-managed Charles River Reservation. The proposed project will have a positive effect on the setting of this National Register District.

Source: Timelines, Inc.

2. Might any archaeological site be affected by the project? (Prior consultation with Massachusetts Historical Commission is advised.)

(Continued in Attachment C)

C. Ecological Effects

1. Might the project significantly affect fisheries or wildlife, especially any rare or endangered species? (Prior consultation with the Massachusetts Natural Heritage Program is advised).

No. The project site is located in an intensely utilized urban area with transportation, warehouse, commercial and institutional land uses. The Atlas of Estimated Habitats of State-listed Rare Wetland Wildlife (1991) shows no threatened or endangered species in the project area. The fisheries of the Charles River will not be affected by this project.

Source: Vanasse Hangen Brustlin, Inc.

2. Might the project significantly affect vegetation, especially any rare or endangered species of plant? (Prior consultation with the Massachusetts Natural Heritage Program is advised.)

(Estimate approximate number of mature trees to be removed: None)

No. The site is in an urbanized, developed area and the proponent is not aware of any rare or endangered species of plant or any ecologically significant plant community which may be affected by the project. Site landscaping as part of the project will increase the extent of vegetated areas, by comparison to the existing paved truck terminal.

Source: Vanasse Hangen Brustlin, Inc.

3. Agricultural Land. Has any portion of the site been in agricultural use within the last 15 years? If yes, specify use and acreage.

No. The site was filled in the 1870s to create railroad yards, and in the last 30 years trucking uses have replaced the railroad use. The site is an urban-area which supports no agriculture.

Source: Vanasse Hangen Brustlin, Inc.

D. Water Quality and Quantity

1. Might the project result in significant changes in drainage patterns?

This project is not expected to alter the drainage patterns of the site. Currently, the site is covered by asphalt and is impervious to infiltration. The project area will remain covered except for select areas of landscaping. All future runoff will be directed to approved storm sewer catch basins with oil-absorbant pillows installed. Catch basins will be maintained on a regular basis.

Source: Vanasse Hangen Brustlin, Inc.

2. Might the project result in the introduction of any pollutants, including sediments, into marine waters, surface fresh waters or ground water?

Currently, this area appears to discharge stormwater from the existing trucking depot to the Charles River via a 24" storm drain. This project will direct stormwater runoff from parking areas, landscaped areas, and roof drainage to the same stormwater system. Any discharge of oil and grease from the stormwater will be minimized due to the placement of floating oil-absorbent pillows into the on-site catch basins. The discharge will comply with limits as may be set by the facility's NPDES permit. The improved quality of site run-off as a result of this project suggests that the water quality of the Charles River may be slightly enhanced.

Source: Vanasse Hangen Brustlin, Inc.; Genzyme Corporation

3. Does the project involve any dredging? No X Yes Volume . If 10,000 cy or more, attach completed Standard Application Form for Water Quality Certification, Part I (314 CMR 9.02(3), 9.90, DEQE Division of Water Pollution Control).

The site is located in an urban upland area and will not involve dredging activities.

Source: Vanasse Hangen Brustlin, Inc.

4. Will any part of the project be located in flowed or filled tidelands, Great Ponds, or other waterways? (Prior consultation with the DEQE and CZM is advised.)

(Continued in Attachment C)

5. Will the project generate or convey sanitary sewage? No _____ Yes X

If Yes, Quantity: 48,000* gallons per day *Phase I

Disposal by: (a) Onsite septic systems Yes _____ No X
 (b) Public sewerage systems (location; average and peak daily flows to treatment works) Yes X No _____

The average sewage generation rate for the Phase I facility will be approximately 48,000 gallons per day (gpd) based on Genzyme Corporation analyses. Peak sewage flows could be expected to be approximately 96,000 gpd (based on Mass. Environmental Code, Title V guidelines). No estimate of Full-Build sewage flows is presently available. The sewage effluent from the facility will flow to MWRA facilities in the project in new sewer to be constructed.

(Continued in Attachment C)

6. Might the project result in an increase in paved or impervious surface over a sole source aquifer or an aquifer recognized as an important present or future source of water supply?

No sole source aquifer or an aquifer recognized as an important present or future source of water supply is known to exist at, or in the vicinity of, the project site. Water supplies for the City of Boston, including for this project, are provided by the MWRA, whose watershed areas and reservoirs are located outside the city limits. The MWRA reservoir system begins at the Quabbin Reservoir in central Massachusetts and continues through a series of reservoirs in Wachusett and Sudbury. The project area will not adversely impact these watershed areas.

Source: "Massachusetts Water Resources Authority Water Supply Study and Environmental Impact Report-2020, Summary Report", March 1986; Vanasse Hangen Brustlin, Inc.

7. Is the project in the watershed of any surface water body used as a drinking water supply?

No. The site is located in the watershed of the lower Charles River basin, a waterbody which is not used or planned to be used as a drinking water supply. Drinking water supplies for the City of Boston, and its surrounding communities, are provided by the MWRA whose watershed areas and reservoirs are located outside the city limits towards the central portion of Massachusetts. Drinking water is conveyed to and within the City via subsurface pressure piping.

Source: "Massachusetts Water Resources Authority Water Supply and Environmental Impact Report - 2020, Summary Report," March 1986; Vanasse Hangen Brustlin, Inc.

8. Are there any public or private drinking water wells within a 1/2-mile radius of the proposed project?

No. The project will be served by the Massachusetts Water Resources Authority (MWRA) for drinking water supply needs. Drinking water is drawn from the Swift/Quabbin, Ware, Wachusett, and Sudbury watershed areas and the Quabbin, Wachusett, and Sudbury reservoirs, all part of the MWRA system. There are no known public or private drinking water wells within one-half mile of the project.

Source: Boston Water and Sewer Commission system base maps; "Massachusetts Water Resources Authority Water Supply and Environmental Impact Report - 2020, Summary Report," March 1986; Vanasse Hangen Brustlin, Inc.

9. Does the operation of the project result in any increased consumption of water?

Approximate consumption 50,000 gallons per day. Likely water source(s) MWRA

Average water consumption for the Phase I manufacturing facility will be approximately 50,000 gallons of water per day (gpd), based on Genzyme Corporation estimates. This represents a new water demand for the site, since water use at the existing truck terminal building on the site is presumed to be very low. No estimate of water demand for the total project is presently available. Water service will be provided to the project by connection to a Boston Water and Sewer Commission water main in Western Avenue.

Source: Vanasse Hangen Brustlin, Inc.; Genzyme Corporation

E. Solid Waste and Hazardous Materials

1. Estimate types and approximate amounts of waste materials generated, e.g., industrial, domestic, hospital, sewage sludge, construction debris from demolished structures. How/where will such waste be disposed of?

The construction debris generated by the demolition of the existing warehouse building on-site is estimated to be 500 cubic yards. As a general rule-of-thumb, a value of 0.75 cubic feet of construction debris per square foot of floor space was assumed. Some additional material will be generated with the removal of existing site paving and fencing. Minimal amounts of excavate will be removed from the site during Phase 1 of development, since the manufacturing building will be pile-supported with no basement.

Once in operation, the Phase I manufacturing facility is expected to generate approximately 300-350 tons of solid waste per year, which will be disposed of by private contractors at approved sites.

Source: Genzyme Corporation; Vanasse Hangen Brustlin, Inc.

2. Might the project involve the generation, use, transportation, storage, release, or disposal of potentially hazardous materials?

The Genzyme Corporation has a long-standing practice of careful management of potentially hazardous materials. These management practices include source reduction, careful handling of materials in-house, detailed record keeping, and documentation of all materials through transportation and disposal at licensed and approved sites. The processes are closely regulated by the U.S. EPA, the NRC, and the Massachusetts DEP, among others. (Continued in Attachment C)

3. Has the site previously been used for the use, generation, transportation, storage, release, or disposal of potentially hazardous materials?

The Mass. Turnpike Authority commissioned a "21E Site Assessment" for the project area. No underground storage tanks were detected on the site. Soil and groundwater samples indicated small amounts of benzene and "weathered diesel fuel" in certain areas of the site. The actual amount or extent of contaminated soils and groundwater may be determined in further studies. The presence or absence of asbestos in the existing warehouse building on-site has not yet been established. The Mass. Turnpike Authority will investigate and remediate all such conditions prior to the start of construction, as per lease agreements with the Genzyme Corporation and in accordance with Federal, state, and municipal regulations.

Source: "21E Site Assessment: Part of Massachusetts Turnpike Property, Western Avenue, Allston, Massachusetts," Prepared for Massachusetts Turnpike Authority, November 22, 1991; Vanasse Hangen Brustlin, Inc.

F. Energy Use and Air Quality

1. Will space heating be provided for the project? If so, describe the type, energy source, and approximate energy consumption.

Yes. Space heating will be provided by natural gas-fired boilers. Natural gas is the cleanest-burning fuel available. Based on a design of 15 Btu/ft²/hour and 80% boiler efficiency, boiler capacity of 1.5 MMBtu/hour for Phase I and 6.6 MMBtu/hour for the Full-Build project will be required. Annual gas consumption for space heating is estimated to be 3 million cubic feet for Phase I and 15 million cubic feet for the total project. Electrical usage by the facility is estimated to be 3,200 MWH/year for Phase I and 8,600 MWH/year for the total project. Boston Gas Company and Boston Edison Company will supply energy to the site.

Source: Tech Environmental, Inc.; Genzyme Corporation

2. Will the project require process heat or steam? If so, describe the proposed system, the fuel type, and approximate fuel usage.

Yes. Low pressure steam will be generated in natural-gas fired boilers. For Phase I, two 500 HP boilers will be used to supply 17,000 lb/hour of steam to the manufacturing process. For the total project, four 500 HP boilers will be in use to produce 30,000 lb/hour of steam. There will be redundant boiler capacity to ensure that failure of one boiler will not halt production. Annual gas consumption for process steam is estimated to be 130 million cubic feet for Phase I and 230 million cubic feet for the total project. A Comprehensive Air Plans Approval from Mass. DEP will be required for the process steam boilers.

Source: Tech Environmental, Inc.; Genzyme Corporation

3. Does the project include industrial processes that will release air contaminants to the atmosphere? If so, describe the process (type, material released, and quantity released).

No. The manufacturing process will remove all recombinant organisms from the air using 0.2 micron filters. Thus, none will be released to the environment. The only other industrial source is an emergency generator. For Phase I a 250 KW, natural gas-fired generator will provide backup electrical power. For the Full-Build project, two such units will be used. As each unit will be below 3 million Btu/hour heat input capacity, an Air Plans Approval is not required from Mass. DEP.

Source: Tech Environmental, Inc.; Genzyme Corporation

4. Are there any other sources of air contamination associated with the project (e.g. automobile traffic, aircraft traffic, volatile organic compound storage, construction dust)?

Yes. Other sources of air pollutants are motor vehicle traffic associated with plant operation, short-term construction/demolition activities, and volatile organic compound storage. (Continued in Attachment C)

5. Are there any sensitive receptors (e.g. hospitals, schools, residential areas) which would be affected by air contamination caused by the project?

The nearest sensitive receptors to the site are the Charles River Reservation to the east, the Harvard Business School to the north, the Guest Quarters Hotel to the south, the Western Avenue residential area to the west, the Cambridge residential community to the east, and the Windom Street residential area to the southwest. As the facility will have no significant emissions of air pollutants, it will not adversely affect these receptors.

Source: Tech Environmental, Inc.

G. Noise

1. Might the project result in the generation of noise?

(Include any source of noise during construction or operation, e.g., engine exhaust, pile driving, traffic.)

Noise will be generated during the construction phase of the project by activities such as construction traffic, the demolition of existing warehouse type structures, and foundation work. It is expected that approximately 150 piles will need to be driven during the construction period for Phase I. Information on the construction process for the Full-Build project is not currently available. The construction and demolition is expected to commence in March, 1992. Construction activity will be limited to the "typical" working hours ranging from 7 AM to 5 PM. The construction project will comply with all Mass. DEP and City of Boston noise regulations for construction noise.

The operation of the facility will result in a minimal increase in noise levels due to HVAC equipment, periodic testing of the emergency generator and traffic-related noise. Most mechanical equipment will be housed inside the building, and sound attenuators will be used to ensure operational noise is in strict compliance with Mass. DEP and City of Boston noise regulations.

Source: Tech Environmental, Inc.; Genzyme Corporation

2. Are there any sensitive receptors (e.g., hospitals, schools, residential areas) which would be affected by any noise caused by the project?

Sensitive receptors which could be affected by the facility are the same as those listed for air pollution. (See III.F.5)

Source: Tech Environmental, Inc.

3. Is the project a sensitive receptor, sited in an area of significant ambient noise?

Existing noise levels at the site are typical of an urban industrial area. Noise sources include vehicular traffic on area roadways, truck movements in the existing tractor-trailer warehouse/depot area, and truck and rail movements at the nearby Conrail Beacon Yards. The proposed Genzyme development is not a sensitive receptor.

Source: Tech Environmental, Inc.; Genzyme Corporation

H. Wind and Shadow

1. Might the project cause wind and shadow impacts on adjacent properties?

Neither Phase I of the Genzyme project nor the Full-Build development is expected to have any significant effects on off-site pedestrian-level wind conditions at the Charles River Reservation or elsewhere. Wind conditions will be largely unchanged by comparison to existing conditions. The area is naturally breezy because there are no major obstructions to prevailing winter (northwest) and summer (southwest) winds. The maximum height of the proposed Phase I manufacturing facility--65 feet--suggests that on-site wind conditions will be acceptable, even at the corners of the building where acceleration of existing winds often occurs. Slightly greater wind effects may occur with the development of the total project, but these are not expected to be significant. (Continued in Attachment C)

I. Aesthetics

1. Are there any proposed structures which might be considered incompatible with existing adjacent structures in the vicinity in terms of size, physical proportion and scale, or significant differences in land use?

The aesthetic impacts of the proposed project will be positive. The project parcel is the northeastern portion of a larger truck transfer facility of approximately 40 acres presently under control of the Massachusetts Turnpike Authority. Today, both the smaller 9.4 acre parcel and the larger overall area are considered by the Boston Redevelopment Authority to be unattractive, providing no positive aesthetic value. The project site and the remaining portion of the overall area has a series of one and two-story truck depot and warehousing structures, all of which are older structures with little aesthetic merit. (Continued in Attachment C)

2. Might the project impair visual access to waterfront or other scenic areas?

The proposed project will significantly improve the aesthetic value of the Genzyme site and the surrounding area. The footprint of the manufacturing facility will be located parallel to Soldiers Field Road with landscaping between the facility and the Service Road. The riverfront facade will reinforce and frame the pedestrian and commuter views along the Charles River corridor and will be compatible with the architectural character and overall urban patterns of its adjacent neighbors--the Harvard Business School and the Guest Quarters Hotel. The proposed project will also establish its own unique architectural form and identify in a manner similar to other commercial corporations and institutions along the Charles River, such as Polaroid's building, the Land Research buildings, and the Massachusetts General Hospital and Massachusetts Institute of Technology campuses. In addition, the new structure will significantly improve visual quality along the Charles River and buffer the remaining trucking activities which will continue behind (west of) the Genzyme site.

The proposed manufacturing building and future phases of development will add signature buildings along the Charles River and will transform the presently blighted area into an attractive campus-like corporate facility. Together with the Harvard Business School and the Guest Quarters Hotel, the proposed project will enhance the gateway quality of the entry into the residential neighborhoods of Allston/Brighton much as the Kennedy School and Harvard University presently provide a gateway to Harvard Square and Cambridge.

Source: Genzyme Corporation; Boston Redevelopment Authority

IV. CONSISTENCY WITH PRESENT PLANNING

Discuss consistency with current federal, state and local land use, transportation, open space, recreation and environmental plans and policies. Consult with local or regional planning authorities where appropriate.

The proposed project--the Genzyme Corporation manufacturing facility and the project master plan of which it is the first phase--responds directly to Massachusetts and City of Boston policies and planning initiatives for the Allston Landing site and area. The Commonwealth and the City have adopted policies to encourage the growth of the manufacturing segment of the biotechnology industry in a variety of locations, including Allston Landing, where the factors for strong long-term growth are present. As noted in the response to I.B. (above) the Commonwealth and the City of Boston concur that at least four important public purposes are accomplished by the Genzyme project at this site.

The project is also consistent with the Allston-Brighton Neighborhood Plan. Initiated in 1987 as part of the Interim Planning Overlay District (IPOD), the Allston-Brighton Neighborhood Plan actively involved civic organizations, both Boards of Trade, elected officials, area institutions, and other interested individuals in its preparation and review. The Allston-Brighton Neighborhood District Zoning Article (Article 51) is the means for implementing the plan, establishing the legal parameters of land uses, densities, and designs of future development. Concerning the project site, Article 51 states that "The Allston Landing North EDA [Economic Development Area] is intended as a focal point for economic growth and development, with strong emphasis on scientific research and development and the manufacture of the products of such research and development."

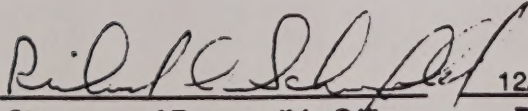
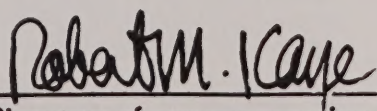
The initiative taken by the Massachusetts Turnpike Authority to enter in to a long term ground lease with the Genzyme Corporation confirms the State's and City's conviction that this project helps to realize their development plans and policies for the area.

V. FINDINGS AND CERTIFICATION

A. The public notice of environmental review has been/will be published in the following newspaper(s):

(NAME) Boston Herald (Date) December 14, 1991

B. This form has been circulated to all agencies and persons as required by 301 CMR 11.24.

<u>12/16/91</u>		<u>12/16/91</u>	
Date	Signature of Responsible Officer or Project Proponent	Date	Signature of person preparing ENF (if different from above)
	Richard A. Schoenfeld, Ph.D., VP Manufacturing Genzyme Corporation		Robert M. Kaye, Sr. Associate Vanassee Hangen Brustlin, Inc.
Address	<u>One Kendall Square</u> <u>Cambridge, MA 02139</u>	Address	<u>101 Walnut Street P.O. Box 9151</u> <u>Watertown, MA 02172</u>
Telephone Number	<u>(617) 252-7500</u>	Telephone Number	<u>(617) 924-1770</u>

RESPONSES (Continued)

III-B-2 Historic and Archaeological Resources (continued)

a. Prehistoric and Archaeological Sites:

A review of maps and documentation at the Massachusetts Historical Commission and other sources indicates that no archaeological sites are known to exist within the project boundaries. Throughout prehistory, the location of this property made a slow transition from lowland river edge to salt meadow as sea level rose. Dincauze, in a 1973 paper, identified three prehistoric archaeological sites in the vicinity of the proposed project area. All of these sites are on the Cambridge side of the Charles River and are to be found on the terrace immediately above the Salt Meadow illustrated in the Pelham Map ("A Plan for Boston in New England and Environs" by Henry Pelham, 1775). These sites include Captain's Island, Longfellow Park and Simmons Hill. These sites range in age from 4600 BP to 6500 BP and would represent occupations during the period when the proposed project area was higher and dryer than was later the case. Their placement above the wetland during the period when it was occupiable indicates a preference for these locations and significantly reduces the probability of a significant prehistoric archaeological site within the project area. Evidence from Charlestown recovered as part of the Central Artery project indicates small prehistoric sites may exist beneath wetlands and this situation pertains to the Salt Meadow. Subsurface investigations related to the proposed project will be monitored by archaeologists.

b. Historic Period Archaeological Sites

Consultation with the Boston Landmarks Commission and review of documentation at the Massachusetts Historical Commission and the Landmarks Commission revealed the project area unlikely to contain the remains of historic period archaeological resources before the last quarter of the nineteenth century (the late industrial period) when it was filled in as part of the Back Bay filling process. Subsequent to its filling, no activities occurred within this property which would have resulted in buried, significant archaeological resources.

c. Impacts

Since the proposed project will not involve the excavation for below-ground facilities, archaeological sites, even if they did exist, would not be adversely impacted.

Source: Timelines, Inc.

III-D-4 Water Quality and Quantity (continued)

Based on an examination of the Pelham Map ("A Plan for Boston in New England and Environs" by Henry Pelham, 1775) the project site appears to be located in former marshland ("Salt Meadow"), well away from the banks of the Charles River. Given the cartographic traditions of that period, it is assumed that the river banks represent the limit of mean high water. As has been demonstrated elsewhere (Mystic Center Final Supplemental EIR, EOE #3391 and Mystic Center Chapter 91 Waterways license), marshlands (salt marshes) inland from the banks of the river can flourish even if they are only inundated once or twice per month, as would be the case if they were located between mean high water (the river banks) and extreme high water (the edge of dry land). Thus the river bank on the Pelham Plan is presumed to define the limit of historic tidelands for this area.

Historic records indicate that the project site was filled in the late 1870s for the purpose of creating railroad yards. These rail yards and the trucking terminals which succeeded them served a proper public purpose, facilitating the growth and development of the region. Construction of Soldiers Field Road (in the 1930s) and later the Service Road (in the 1950s) severed any connection between the site and the Charles River. The historic similarity between the project site and Boston's Back Bay are such that the project site can be seen to be landlocked. Furthermore, neither the project site nor this area of the Charles River is within a Designated Port Area. On the basis of this and other data, it appears that the project site is not located in former private or Commonwealth tidelands. Nonetheless, even if the site were to be identified as former tidelands, the nature and extent of its severance from the Charles River and the interposition of Soldiers Field Road suggest that it is landlocked and thus not subject to Chapter 91 jurisdiction.

Source: Vanasse Hangen Brustlin, Inc.; Timelines, Inc.

III-D-5 Water Quality and Quantity (continued)

Sewage from the facility will include: sanitary sewage; bio-reactor effluent; rejected purified water; non-contact cooling water; steam condensate; other process waste water from the purification laboratory; wash water from the cleaning of materials in the production process; and miscellaneous, diluted materials from lab sinks, such as salts, buffers, acids, and bases. All biological material will be subject to pre-treatment (steam autoclaving) prior to discharge to the sewer. Hazardous substances (such as organic liquids and low-level radioisotopes from the testing laboratory) will be collected and removed from the site by an approved contractor. Such materials will not be part of the facility's sewage effluent stream.

The Phase I project will be the subject of Federal, state, and municipal permits regulating sewer connection and sewer use conditions.

Source: Genzyme Corporation; Vanasse Hangen Brustlin, Inc.

III-E-2 Solid Waste and Hazardous Materials (continued)

Transportation and disposal will be conducted by licensed contractors. Hazardous wastes generated by the proposed project will generally fall into three categories: chemical, radioactive, and biological. These materials are routinely used or generated in the course of drug production and quality control where recombinant techniques are used. The proposed activities represent an expansion of on-going activities at other Genzyme facilities in eastern Massachusetts.

Source: Genzyme Corporation; Vanasse Hangen Brustlin, Inc.

III-F-4 Energy Use and Air Quality (continued)

Pollutants from motor vehicles are primarily carbon monoxide, nitrogen oxides and volatile organic compounds. During the afternoon peak hour, approximately 42 new vehicle trips will pass through the nearest roadway intersection at Western Avenue and Soldiers Field Road. These trips would increase existing traffic volumes by less than 2% and thus are not expected to substantially affect air quality. For the Full-Build development, the estimated 466 trips during the afternoon peak hour could increase vehicle air emissions at this intersection. This estimate, however, is very conservative because it combines all employees into one work shift, and does not assume implementation of transportation mitigation measures (such as emphasis on transit and ride-sharing options). Removal of trucking terminal activities from the site will contribute to improved air quality for the area.

Construction and demolition activities will release some particulate matter into the air (fugitive dust). Since the site is currently covered with asphalt and no excavation for a basement will be done, the potential for emissions of fugitive dust is very small. Where necessary, a water spray will be used to control fugitive dust and to ensure compliance with all applicable state regulations, including 310 CMR 7.09.

Small amounts of volatile organic compounds will be used in the facility's testing laboratory. Evaporative and working losses will be very small and will not trigger the Mass. DEP threshold for air permitting of industrial sources.

Sources: Vanasse Hangen Brustlin, Inc.; Tech Environmental, Inc.; Genzyme Corporation

III-H-1 Wind and Shadow (continued)

The results of a preliminary shadow analysis for the Phase I manufacturing facility indicate that during the fall and spring off-site shadows will be cast in the afternoon across a portion of the Service Road. In the late afternoon during the winter, shadows will fall on the Service Roads and portions of Soldiers Field Road, but not on the Charles River Reservation. No other off-site shadows will be cast by the first phase of the Genzyme project. The buildings of the full-build project will not exceed 80 feet in height, however, there is some possibility that this later development may cast winter afternoon shadows on the Charles River Reservation.

Source: Vanasse Hangen Brustlin, Inc

III-I-1 Aesthetics (continued)

The first phase of the proposed project consists of 2-story masonry and glass manufacturing facility of approximately 90,000 gross sq. ft. area with a maximum building height of 65 ft. it will be located within a 9.4 acre site which is today an asphalt apron presently used as a tractor-trailer parking lot. In addition to the new manufacturing facility, future development of the Genzyme site may include a headquarters office/R&D building, additional manufacturing space, and a parking structure. The proposed corporate office/R&D building will be located at the site's northeastern corner, near the Western Avenue and Soldiers Field Road intersection, forming the most visible landmark for Genzyme. The site will be served by a new access driveway from Western Avenue. A landscaped surface parking lot will be located adjacent to the manufacturing building. The off-street loading/service area for the proposed Phase I manufacturing facility will be screened from the Charles River corridor, adjacent streets and public areas by landscaping, screening and signage for the Genzyme Corporation.

The proposed project will be designed to be visually compatible with the Harvard Business School, the Guest Quarters Hotel, and other institutional and corporate landmarks along the Charles River.

Source: Genzyme Corporation; Boston Redevelopment Authority

ATTACHMENT: TRAFFIC ASSESSMENT

The proposed Genzyme Manufacturing Facility (Phase I) will be located on a 9.4 acre parcel leased from the Massachusetts Turnpike Authority (MTA). The site is located at the intersection of Western Avenue and the Eastbound Service Road which serves Soldiers Field Road in the Allston section of Boston, Massachusetts. The site is located adjacent to Exit 19 of the Massachusetts Turnpike.

The proposed Phase I development consists of 90,000 gross square feet and will include primarily production facilities with other smaller support uses including warehousing, laboratory, office and mechanical/utility space. For the Phase I project, approximately 120 employees are expected to work at the site in three shifts: day shift of 70 employees; evening shift of 30 employees; night shift of 20 employees. The Phase I project will include approximately 120 parking spaces and two off-street loading docks. When fully operational, the Phase I manufacturing facility is expected to generate approximately 30 delivery trips (vans and trucks) per day. When the entire development is complete, it is expected that approximately 480,000 gross square feet will have been constructed at the site with a total of approximately 480 parking spaces.

This attachment provides additional information about the traffic patterns in the vicinity of the project and makes an initial assessment of the Phase I project's impacts.

Existing Use of the Site

The site is currently bounded by Western Avenue on the north, the MDC's Eastbound Service Road which serves Soldiers Field Road on the east and land currently used as a transportation/truck terminal on the west and south. At the present time, the site is partially occupied by a single story freight warehouse used for loading and unloading tractor-trailers. The remainder of the site is primarily used for trailer parking (for 200-300 trailers) and roadways which serve the adjacent Massachusetts Turnpike interchange.

Area Roadways

Western Avenue is a two lane bi-directional roadway connecting the Allston-Brighton neighborhood of Boston with the City of Cambridge. Adjacent to the site, Western Avenue provides curbside parking along both sides of the roadway. East of Soldiers Field Road on the Western Avenue Bridge over the Charles River, the roadway is one way westbound and is three lanes wide. Land use along this section of the roadway is a mix of institutional and commercial development including a major parking facility (garage plus surface lots) of over 2,000 spaces accommodating the Harvard Business School. One nearby signalized intersection controls traffic on Western Avenue at the intersection with the northbound and southbound Service Roads.

Southbound Service Road - This road runs parallel to Soldiers Field Road and provides drivers the opportunity to enter and exit Soldiers Field Road and make connections to the area street system and the Mass. Turnpike. It is three lanes wide and no parking is provided along its entire length. Signals control operations on both Western Avenue and Cambridge Street.

Northbound Service Road - This roadway performs a similar function to the eastbound service road. It is only two lanes wide and has no parking along its length. A coordinated signal system controls the Cambridge Street and Western Avenue intersections.

Cambridge Street - In the vicinity of the project, Cambridge Street is typically six lanes wide (three lanes per direction) with curb side parking in some sections. It functions as a major arterial street and runs through commercial and industrial areas of the Allston-Brighton neighborhood. Near the site, it provides direct access to the Massachusetts Turnpike.

Other important regional roadways in the area include the Massachusetts Turnpike (I-90) which crosses the Commonwealth, connecting Boston with Worcester, Springfield and New York state; Soldiers Field Road, a Metropolitan District Commission (MDC) parkway which carries pleasure traffic only on four lanes (two lanes per direction) adjacent to the Charles River, and Memorial Drive, a four lane MDC parkway on the Cambridge side of the Charles River.

Recent traffic volume data on project area roadways is summarized in Table 1.

Table 1
Summary of Recent Traffic Volume Data for
Roadways Adjacent to the Project Site

Roadway	Location	Daily Volume*	Peak Hour	
			Morning	Evening
Western Ave. (Two-way)	East of Southbound Service Road	13,600	1,025	1,015
Southbound Service Road (one-way)	South of Western Avenue	29,130	2,060	2,310

* Estimated based on peak hour volumes.

Source:

Traffic counts conducted by Vanasse Hangen Brustlin, Inc. in November, 1989.

Trip Generation

Preliminary site generated traffic forecasts were developed for a two-phased development scenario. The Phase I estimate is for an 90,000 gross square foot (gsf) bio-medical production facility; the Full-Build project is a bio-medical facility that utilizes about 180,000 gsf for manufacturing and 300,000 gsf for office/R&D use. Trip generation rates were determined using the Institute of Transportation Engineer's (ITE) Report, Trip Generation-Fifth Edition. For the Full-Build project, the ITE trip generation rate for a Research and Development Center was used for the office and R&D portions of the facility. Table 2 indicates total daily as well as AM and PM peak-hour traffic forecasts for Phase I and the Full-Build project.

Table 2
VEHICLE TRIPS GENERATED FOR PHASE I AND FULL BUILD

PHASE I (90,000 SF)
Manufacturing Facility

Variable	Daily			AM Peak			PM Peak		
	In	Out	Total	In	Out	Total	In	Out	Total
Manufacturing 90,000 SF	175	175	350	56	14	70	33	35	68

FULL BUILD (480,000 SF)
Production, Office and R&D Space

Variable	Daily			AM Peak			PM Peak		
	In	Out	Total	In	Out	Total	In	Out	Total
Manufacturing 180,000 SF	343	343	686	122	9	131	72	63	135
Office/R&D* 300,000 SF	1,215	1,215	2,430	292	60	352	50	281	331
Total	1,558	1,558	3,116	414	69	483	122	344	466

- * ITE rates for Research & Development Center (Land Use Code 760) were used to determine vehicle trips generated by a combined office/R&D building for the Full-Build project.

Traffic Evaluation

As shown in Table 3 the estimated traffic generation of Phase I is relatively small and is expected to have a negligible impact on area roadways. It is estimated that 60% of all vehicle trips coming to or leaving the proposed site will pass through the adjacent intersection of Western Avenue and the Southbound (Soldiers Field Road) Service Road. The impact of this additional peak-hour traffic entering this intersection is less than 2 percent as shown in Table 3.

Table 3
Intersection Evaluation: Western Avenue at Southbound Service Road
Morning and Evening Peak Hour Impacts of Phase I Site-Generated Traffic

<u>Peak Period</u>	<u>Total Existing Traffic Entering Intersection</u>	<u>Projected Increase in Peak Period Traffic: Phase I</u>	<u>Percent Increase in Total Intersection Traffic: Phase I</u>
Morning	2,688	42	<2%
Evening	2,814	42	<2%

Conclusion

The estimated daily traffic generated by a 90,000 gross square foot bio-medical production facility is approximately 350 vehicles. An evaluation of morning and evening peak hour traffic showed that the proposed project would, at most, increase traffic at the closest signalized intersection by less than 2 percent. It should be noted that this estimate does not take credit for the use of three employee work shifts which will further reduce peak hour trip generation. It also does not take into account the potential trip reduction benefits of implementing a comprehensive transportation mitigation program. Finally, the evaluation also does not account for the elimination of a significant volume of existing truck traffic resulting from the displacement of the truck/freight terminal use. If the use of multiple work shifts and the elimination of the existing truck terminal are considered, the traffic impacts from Phase I of the project are negligible. A more detailed analysis of the impacts of the Full-Build project will be presented in the Environmental Impact Report.

ENF DISTRIBUTION LIST

INTRODUCTION

This Environmental Notification Form (ENF) is being distributed to Federal, state, and city agencies, and to the interested parties listed below. This list includes those entities that the Massachusetts Environmental Policy Act (MEPA) requires as part of the legal review of the document and other interested agencies and individuals. Additional copies of this Environmental Notification Form are available from Ms. Nancy Kolb, Vanasse Hangen Brustlin, Inc., 101 Walnut Street, Watertown, Massachusetts, 02172. Telephone (617) 924-1770.

FEDERAL GOVERNMENT

Environmental Protection Agency

Elizabeth Higgins-Congram
Environmental Review
United States Environmental Protection Agency
1 Congress Street
Boston, MA 02114

Nuclear Regulatory Commission

Jenny Johansen, Chief Medical Licensing Section
United States Nuclear Regulatory Commission
Region I
475 Allandale Road
King of Prussia, PA 19406-1415

STATE GOVERNMENT

Executive Office of Environmental Affairs

Susan F. Tierney, Secretary
Executive Office of Environmental Affairs
100 Cambridge Street, 20th Floor
Boston, MA 02202

MEPA Unit

Janet McCabe, Director
Massachusetts Environmental Policy Act Unit
Executive Office of Environmental Affairs
100 Cambridge Street, 20th Floor
Boston, MA 02202

Richard Foster
Massachusetts Environmental Policy Act Unit
Executive Office of Environmental Affairs
100 Cambridge Street, 20th Floor
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Department of Environmental Protection

Daniel S. Greenbaum, Commissioner
Department of Environmental Protection
One Winter Street
Boston, MA 02108

Barbara A. Kwetz, Acting Director
Division of Air Quality Control
Department of Environmental Protection
One Winter Street
Boston, MA 02108

Brian Donahoe, Director
Division of Water Pollution Control
Department of Environmental Protection
One Winter Street
Boston, MA 02108

Willa S. Kuh, Director
Division of Solid Waste
Department of Environmental Protection
One Winter Street
Boston, MA 02108

William Ketchum, Director
Division of Hazardous Waste
Department of Environmental Protection
One Winter Street
Boston, MA 02108

David Y. Terry, Director
Division of Water Supply
Department of Environmental Protection
One Winter Street
Boston, MA 02108

William Gaughan, Acting Regional Director
Metropolitan Boston/Northeast Regional Office
Department of Environmental Protection
Five Commonwealth Avenue
Woburn, MA 01801

Department of Fisheries, Wildlife and Environmental Law Enforcement

John C. Phillips II, Commissioner
Department of Fisheries, Wildlife and Environmental Law Enforcement
Division of Marine Fisheries
100 Cambridge Street, 19th Floor
Boston, MA 02202

Metropolitan District Commission

M. Ilyas Bhatti, Commissioner
Metropolitan District Commission
20 Somerset Street
Boston, MA 02108

Coastal Zone Management

Jeffrey Benoit, Director
Massachusetts Coastal Zone Management Office
Executive Office of Environmental Affairs
100 Cambridge Street
Boston, MA 02202

Massachusetts Water Resources Authority

Paul F. Levy, Executive Director
Massachusetts Water Resources Authority
Charlestown Navy Yard
100 First Avenue
Charlestown, MA 02129

Nancy Wheatley
Unit Chief of Wastewater Engineering
Massachusetts Water Resources Authority
Charlestown Navy Yard
100 First Avenue
Charlestown, MA 02129

Richard Kobayashi
Senior Program Manager Wastewater Engineering
Massachusetts Water Resources Authority
Charlestown Navy Yard
100 First Avenue
Charlestown, MA 02129

Executive Office for Administration and Finance

Division of Capital Planning and Operations

Kevin Smith, Associate Commissioner
Division of Capital Planning and Operations
One Ashburton Place
Boston, MA 02108

Executive Office of Transportation and Construction

Richard Taylor, Secretary
Executive Office of Transportation and Construction
10 Park Plaza, Room 3510
Boston, MA 02116

Massachusetts Department of Public Works

James J. Kerasiotes, Commissioner
Department of Public Works
10 Park Plaza, Room 3170
Boston, MA 02116

Department of Public Works
District 8
400 D Street
Boston, MA 02210

Massachusetts Bay Transit Authority

John F. Haley, Jr., General Manager
Massachusetts Bay Transportation Authority
10 Park Plaza, Room 3910
Boston, MA 02116

Jane Chmielinski
Environmental Coordinator
Massachusetts Bay Transportation Authority
500 The Arborway
Jamaica Plain, MA 02130

Metropolitan Planning Organization

Robert Sloane, Executive Secretary
Metropolitan Planning Organization
c/o Central Transportation Planning Staff
10 Park Plaza, Room 2150
Boston, MA 02116

Massachusetts Turnpike Authority

Allan R. McKinnon, Chairman
Massachusetts Turnpike Authority
10 Park Plaza, Room 5170
Boston, MA 02116

Pamela Wessling
Director of Planning and Development
Massachusetts Turnpike Authority
10 Park Plaza, Room 5170
Boston, MA 02116

Executive Office of Economic Affairs

Steven Tocco, Secretary
Executive Office of Economic Affairs
One Ashburton Place, Room 2101
Boston, MA 02108

Executive Office of Communities and Development

Beverly Boyle, Coordinator
State Clearinghouse
Executive Office of Communities and Development
100 Cambridge Street, Room 1803
Boston, MA 02202

Massachusetts Historical Commission

Judith McDonough, Executive Director
Massachusetts Historical Commission
80 Boylston Street, Room 310
Boston, MA 02116

Metropolitan Area Planning Council

David Soule, Executive Director
Metropolitan Area Planning Council
60 Temple Place
Boston, MA 02111

CITY OF BOSTON

Office of the Mayor

Mayor Raymond L. Flynn
City of Boston
One City Hall Square
Boston, MA 02201

John Connolly
Office of the Mayor
One City Hall Square
Boston, MA 02201

Boston Redevelopment Authority

Steven Coyle, Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

David Keto, Special Council
Director's Office
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Karen Gray, Special Assistant
Director's Office
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Richard Mertens, Director of Special Project Planning
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Boston Transportation Department

Richard A. Dimino, Commissioner
Boston Transportation Department
One City Hall Square, Room 721
Boston, MA 02201

Andrew McClurg
Boston Transportation Department
One City Hall Square, Room 721
Boston, MA 02201

Boston Environment Department

Lorraine M. Downey
Boston Environment Department
One City Hall Square, Room 805
Boston, MA 02201

Boston Landmarks Commission

Carol Huggins
Boston Landmarks Commission
One City Hall Square, Room 805
Boston, MA 02201

Boston Conservation Commission

Naomi Schussler, Executive Secretary
Boston Conservation Commission
One City Hall Square, Room 805
Boston, MA 02201

Boston Air Pollution Control Commission

Bryan Glascock, Director
Boston Air Pollution Control Commission
One City Hall Square, Room 805
Boston, MA 02210

Boston Water and Sewer Commission

John Sullivan, Jr., Director of Engineering
Boston Water and Sewer Commission
425 Summer Street
Boston, MA 02210-1700

Libby Blank, Director of Planning
Boston Water and Sewer Commission
425 Summer Street
Boston, MA 02210-1700

12/24/91 Issue of Env.
Monitor

ENVIRONMENTAL NOTIFICATION FORM

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DEC 1 1991

MEPA

I. SUMMARY

A. Project Identification

1. Project Name Wendy's Restaurant
Address/Location 312 Boston Road (Route 3A)

City/Town Billerica, MA

2. Project Proponent Wendy's International, Inc.
Address 656 East Swedesford Rd., Wayne PA 19087

3. Est. Commencement Spring 1992 Est. Completion Fall 1992

Approx. Cost \$ 800,000 Status of Project Design 25 % Complete.

4. Amount (if any) of bordering vegetated wetlands, salt marsh, or tidelands to be dredged, filled, removed, or altered (other than by receipt of runoff) as a result of the project.
0 acres 0 square feet.

5. This project is categorically included and therefore requires preparation of an EIR.
Yes No X ?

B. Narrative Project Description

Describe project and site.

The proposed Wendy's restaurant will be located just north of the intersection of Boston Road (Route 3A)/Pollard Street/Floyd Street (Route 129) in Billerica, MA.

The restaurant will be approximately 3,500 square feet and have 90 seats. Sixty-five parking spaces are proposed on-site. There are two driveways proposed for this site: one opening on Pollard Street and the other on Boston Road.

Presently, the site is partially paved with an abandoned supermarket and one continuous curb cut along the frontage.

Copies of the complete ENF may be obtained from (proponent or agent):

Name: Rob Tong Firm/Agency: Bruce Campbell & Associates
Address: 39 Chauncy St., Boston MA 02111 Phone No. 617-542-1199

1986

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For Information, call (617) 727-5830

ENVIRONMENTAL NOTIFICATION FORM

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MEPA

I. SUMMARY

A. Project Identification

1. Project Name Genzyme Manufacturing and Office/R&D Facility
Address/Location Corner of Western Ave. and the Service Road adjacent to Soldiers Field Road

City/Town Allston (Boston)

2. Project Proponent Genzyme Corporation
Address One Kendall Square, Cambridge, MA

3. Est. Commencement March 1991 Est. Completion September, 1993 (Phase I); 2005 (Full Build)

Approx. Cost \$ \$75M (Phase I) Status of Project Design 1 % Complete.

4. Amount (if any) of bordering vegetated wetlands, salt marsh, or tidelands to be dredged, filled, removed, or altered (other than by receipt of runoff) as a result of the project.
NA acres NA square feet.

5. This project is categorically included and therefore requires preparation of an EIR.
Yes X No ? The Full-Build project is presumed to be categorically included, however, the Phase I manufacturing facility is not categorically included.

B. Narrative Project Description

Describe project and site.

The Genzyme Corporation proposes to construct a new biotechnology manufacturing facility and R&D/corporate buildings and related facilities on a 9.4 acre site near the Charles River in Allston. The project will provide new facilities for Genzyme to produce two recently created drugs: Cerelease, the first approved treatment for Gaucher's disease, a deadly, genetically-transmitted enzyme deficiency; and Thyroid Stimulating Hormone, a diagnostic tool for the detection of metastases of thyroid cancer. The project will have significant benefits for the City of Boston and the Commonwealth, including the creation of new manufacturing jobs and the advancement of the emerging biotechnology industry. The first phase of the project will be a two-story 90,000 square foot (SF) manufacturing facility to produce these compounds. Phase I includes ancillary laboratories, office, storage, and mechanical space in addition to approximately 120 parking spaces in a landscaped at-grade lot. Subsequent phases of development may include a new R&D/corporate office center and more manufacturing space for a project total of up to 480,000 SF, and a parking structure with a total of approximately 480 spaces.

The site is owned by the Massachusetts Turnpike Authority (MTA) which will execute a long-term land lease with the Genzyme Corporation. Located at the corner of Western Avenue and the Service Road to the Turnpike Exit 19, the site is currently occupied by a trucking terminal facility. The site is paved and fenced off for security. At any one time, 200 to 300 tractor-trailers operate on the site on open, paved areas or in conjunction with a long, one-story truck terminal building. A portion of the northeast corner of the site is owned by the Massachusetts Water Resources Authority: this area is currently vacant.

The proposed project will transform the site into a distinctive, landscaped campus-like environment. The first phase of the project will derive from a master plan for the entire site. The maximum floor area ratio (FAR) for the site allowed under the applicable zoning is 2.0. Building heights will be low, in keeping with the nearby Harvard Business School and other riverfront corporate and institutional landmarks and as set forth in City of Boston zoning for the site. The maximum height of the Phase I manufacturing facility will be 65'. For the remainder of the project, the maximum height will be 80'. The site master plan and the Phase I development will incorporate landscaped setbacks and architectural material and design elements to be visually compatible with and enhance the Charles River Corridor. The full extent of the development may not be completed until the year 2005, however, each phase of the project will be designed so that it looks "finished".

(Continued on Attachment A, next page)

Copies of the complete ENF may be obtained from (proponent or agent):

Name: Nancy Kolb Firm/Agency: Vanessa Hengen Brustlin, Inc.
Address: 101 Walnut St., Watertown, MA Phone No. (617) 924-1770

1987

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ATTACHMENT A
Narrative Project Description (I.B., continued)

#8907

The Genzyme project represents the culmination of four years of planning for the Allston Landing Area by the City of Boston in conjunction with the Allston neighborhood. The project also accomplishes City and State public purposes for this site with:

1. The creation of high quality manufacturing and other jobs in close proximity to neighborhoods and communities where such jobs are needed;
2. The encouragement of Genzyme and other emerging biotechnology companies, that are now considering where to locate their manufacturing facilities, to locate them in the City and Commonwealth;
3. The nurturing of a new industry in the City and Commonwealth that can contribute to a strong and sustainable economic recovery from current conditions of high unemployment and economic recession; and
4. The promotion of new industry in an already developed area with extensive existing infrastructure including highway, public transit, and utilities and in close proximity to its potential labor force in order to minimize the environmental cost of such development.

The Genzyme Corporation intends to request a waiver from the requirement to prepare an Environmental Impact Report (EIR) for the first phase of the project so that it may proceed. However, the proponent fully intends to prepare an EIR for the entirety of the project, including Phase I. The Genzyme Corporation believes this Phase I waiver is consistent with MEPA regulations governing such matters (301 CMR 11.18(3)) in that:

- The project is severable, and Phase I does not require the implementation of future phases or restrict the ways in which impacts of future phases may be mitigated;
- The impacts of Phase I, taken alone, are insignificant, as documented in this ENF;
- The Genzyme Corporation is prepared to commit to a schedule for the completion of an EIR addressing all phases of the proposed project; and
- The Phase I project can be conditioned by permit restrictions or other measures satisfactory to the Secretary of Environmental Affairs, so that MEPA compliance is assured before later phases of the project can commence.

The Genzyme Corporation believes that there is ample and unconstrained infrastructure in the project area. Genzyme also believes that for the Phase I project, strict compliance with the requirement for an EIR would result in an undue hardship (preventing diagnosis and treatment for patients with life-threatening illnesses; delaying the creation of badly needed new jobs) and would not serve to minimize or avoid damage to the environment. Therefore, the Genzyme Corporation believes that this Phase I waiver request also satisfies the general conditions for the granting of a waiver as set forth at 301 CMR 11.18(1)-(2).

ENVIRONMENTAL NOTIFICATION FORM

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MEPA

I. SUMMARY

A. Project Identification

1. Project Name Major Capital Improvements and Alterations
Address/Location College Street
City/Town Worcester, MA 01610
2. Project Proponent College of the Holy Cross
Address College Street, Worcester, MA
3. Est. Commencement 1/92 . Est. Completion 12/1/95
Approx. Cost \$ 11,780,000 . Status of Project Design 25 % Complete
4. Amount (if any) of bordering vegetated wetlands, salt marsh, or tidelands to be dredged, filled, removed, or altered (other than by receipt of runoff) as a result of the project.
 acres square feet.
5. This project is categorically included and therefore requires preparation of an EIR.
Yes No X ?

MOEA No. 8908
TOWN WORCESTER
MEPA Contact Person Doug Vigneau
(727-5830)

B. Narrative Project Description

Describe project and site.

The Project consists of interior renovations to Kimball Dining Hall and various alterations, renovations and improvements to building exterior, interiors and building systems throughout the campus. The Project will also include renovation of classroom office space and the addition of approximately 50 student beds on campus.

Copies of the complete ENF may be obtained from (proponent or agent):

Name: Gerard A. Zimmermann Firm/Agency: College of the Holy Cross
Address: Worcester, MA 01610 Phone No. 508-793-2438

1987

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APPENDIX I
PRELIMINARY BUDGET
ALLSTON LANDING LIMITED PARTNERSHIP

DESCRIPTION	MATERIAL COST	SUBCONTRACT COST	TOTAL COST
CML STRUCTURAL AND BUILDINGS MECHANICAL AND ELECTRICAL MAJOR EQUIPMENT DEMOLITION	2,992,300 2,775,000 17,483,700 0	14,557,500 14,216,000 873,600 100,000	17,549,800 16,991,000 18,357,300 100,000
TOTAL DIRECT COSTS	23,251,000	29,747,100	52,998,100
SPARE PARTS START UP ASSISTANCE FREIGHT PERMITS SALES TAX			NOT INCLUDED NOT INCLUDED INCLUDED BY CLIENT INCLUDED
TOTAL MISCELLANEOUS COSTS			0
CONSTRUCTION MANAGEMENT SERVICES			3,180,000
TOTAL FIELD OFFICE COSTS			3,180,000
SUB TOTAL-PROJECT COST			56,178,100
CONTINGENCY - 15% ESCALATION - PRESENT DAY COST			7,950,000 0
TOTAL - PROJECT COST			64,126,100
H.O. ENGINEERING SERVICES REIMBURSABLES			7,799,900 INCLUDED
TOTAL - HOME OFFICE COSTS			7,799,900
FEE			1,300,000
GRAND TOTAL - PROJECT COSTS			73,226,000

genzyme

GENZYME CORPORATION
ONE KENDALL SQUARE
CAMBRIDGE, MA 02139-1562
617-252-7500
TLX 201223 GENCAM3
FAX 617-252-7600

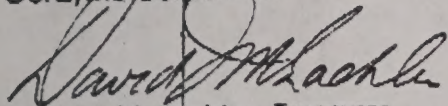
January 10, 1992

Stephen F. Coyle, Director
Boston Redevelopment Authority
City Hall
Boston, MA 02201

Dear Mr. Coyle:

Please be advised that Genzyme Corporation has the resources available to finance the development costs for the proposed Phase I manufacturing facility as set forth in the Chapter 121A Application of Allston Landing Limited Partnership. Funds for this purpose are available from the \$100 million convertible debt issued by Genzyme Corporation on October 11, 1991.

Genzyme Corporation


David J. McLachlan, Treasurer

APPENDIX J

Disclosure Statement Concerning Beneficial Interest(s) Required by Article 31A of the Boston Zoning Code

- (1) Name of Project: Allston Landing North
- (2) Location: Corner of Western Avenue and Soldiers Field Road, Boston, Massachusetts.
- (3) Applicant: Allston Landing Limited Partnership
- (4) I hereby state, under penalties of perjury, that the true names and addresses of all Persons who have a Beneficial Interest (including the amount of their Beneficial Interest accurate to within one-tenth of one percent if such interest exceeds one percent) in the above-listed property are listed below in compliance with the provisions of Article 31A of the Boston Zoning Code.

NAME AND ADDRESS OF EACH PERSON WITH SAID BENEFICIAL INTEREST:

Name and Address	Percentage Interest
Allston Landing Corporation (General Partner) One Kendall Square Cambridge, MA 02139	95%
Allston Landing Corporation II (Limited Partner) One Kendall Square Cambridge, MA 02139	5%
Genzyme Corporation One Kendall Square Cambridge, MA 02139	100%

Allston Landing Corporation and Allston Landing Corporation II are wholly owned subsidiaries of Genzyme Corporation. Genzyme Corporation has sold its stock to the public pursuant to registration statements filed with the Securities and Exchange Commission under the Securities Act of 1933.

ALLSTON LANDING LIMITED PARTNERSHIP

By ALLSTON LANDING CORPORATION

by /s/ David J. McLachlan

David J. McLachlan

its Treasurer

[original filed separately with the Authority]

APPENDIX K

Proposed 6A Contract

Contract Between the City of Boston and Allston Landing Limited Partnership Pursuant to Section 6A of Chapter 121A of the Massachusetts General Laws

This Agreement made this ____ day of _____, 1992, under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, is by and between Allston Landing Limited Partnership, a limited partnership formed under the laws of the Commonwealth of Massachusetts (hereinafter called "Allston") and the City of Boston, a municipal corporation of the Commonwealth of Massachusetts (hereinafter called the "City").

WITNESSETH THAT:

WHEREAS, Allston has caused to be filed with the Boston Redevelopment Authority (the "Authority") an application dated December __, 1991 (the "Application"), under the provisions of said Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, as amended (collectively, "Chapter 121A"), for approval of a project (the "Project"), more particularly described in the Application including, but not limited to, lease of the Project Area (as defined in the Application) and the construction in phases of a manufacturing building, research, development and administrative complex and parking facility in the Allston section of Boston; and

WHEREAS, the first phase ("Phase 1") of the Project to be undertaken by the Owner consists of a manufacturing facility of not more than 90,000 square feet with related laboratories, office, storage and mechanical space and surface parking for approximately 120 parking spaces, located on a portion of the Project Area ("Phase 1 Project Area") of approximately 2.5 acres;

WHEREAS, the undertaking of the Project by Allston was approved by the Authority by vote on January __, 1992; and

WHEREAS, the Mayor of the City approved the Authority's approval on January __, 1992; and

WHEREAS, the vote of the Authority and the approval of the Mayor of the City were filed with the office of the City Clerk on January __, 1992, and such approval has become final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, pursuant to the provisions of Chapter 121A, the City and Allston have determined to enter into this Agreement.

NOW, THEREFORE:

1. Allston hereby agrees with the City that:

a. Subject to paragraph 5 hereof, all activities of Allston will be undertaken in accordance with the Application, the provisions of Chapter 121A as now in effect and the Minimum Standards for the Financing, Construction, Maintenance and Management of the Project set forth in the Report and Decision of the Authority approving the Project dated January 22, 1992 (the "Approval"), which are incorporated herein by reference. Such activities of Allston will include leasing of the Project Area and Expansion Areas (as defined in the Application) and causing the Project to be constructed, maintained and managed.

b. Subject to the provisions and limitations of this Agreement, Allston will pay to the Commonwealth of Massachusetts for each calendar year during which Allston is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the urban redevelopment excise required under Section 10 of Chapter 121A (the "Excise Tax").

c. Subject to the provisions and limitations of this Agreement, Allston will pay to the City with respect to each calendar year during which Allston is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the amount (the "Differential"), if any, by which the following amounts exceed the Excise Tax for the year preceding the year in which such Excise Tax is due:

- i. with respect to each calendar year from the date the Project becomes subject to Chapter 121A of the General Laws until the receipt by Allston of a certificate of occupancy for Phase 1, \$.70 per square foot of gross floor area of the Phase 1 building to be constructed;
- ii. with respect to each calendar year thereafter through and including the last year in which the Project is subject to Chapter 121A of the General Laws, \$2.65 per square foot of gross floor area of the Phase 1 building, increased for each such year after the first partial year at the growth rate of the property tax on commercial property in the City of Boston under Chapter 59 of the General Laws for such year, not to exceed 4.5% per annum.

"Gross floor area" shall have the meaning given to it under the Boston Zoning Code in effect as of the date of this Agreement. Payment shall be pro rated for the beginning and ending years of the Chapter 121A exemption. No annual increase shall be added to the payments required under clause (i) above.

d. Allston will cause to be filed with the Assessing Department of the City of Boston (the "Assessing Department") within one hundred twenty (120) days of the end of each calendar year during which this Agreement is in effect a statement of the income and expenses of the Project and the amount invested in the Project.

e. Allston will cause to be filed with the Assessing Department within one hundred twenty (120) days of the end of each such calendar year during which this Agreement is in effect an audited report with respect to Allston prepared by a certified public accountant and certified by an officer of the general partner of Allston, consisting of a statement of profit and loss, a balance sheet, a statement of receipts and disbursements for the preceding calendar year and a certified copy of the excise tax return as submitted to the Department of Revenue.

f. Allston will submit to the Commission of Assessing, or a representative of the Commissioner designated in writing, written authorization to examine all urban redevelopment excise tax returns and attachments thereto filed by Allston with the Department of Revenue.

2. Any Overpayment (as defined below) by Allston with respect to any calendar year shall be refunded by the City to Allston within thirty (30) days of the sending of the notice to the City by Allston of the discovery of such overpayment. In the event that the amount of any Overpayment is not refunded prior to the date on which the next payment by Allston becomes due under this Agreement, Allston shall, notwithstanding anything else herein to the contrary, be entitled to offset the amount of such Overpayment against such next payment. For purposes of this Agreement, an Overpayment by Allston with respect to any calendar year shall include (x) amounts paid by Allston to the Commonwealth of Massachusetts with respect to the Project pursuant to Sections 10 and 15 of Chapter 121A which exceed for such calendar year the payment required for such calendar year in accordance with Section 1(b) hereof and (y) any amounts paid by Allston to the City of Boston as real estate taxes pursuant to Massachusetts General Laws, Chapter 59 and 59A, with respect to the Project for any period during which this Agreement is in effect, whether assessed to Allston or to any predecessor in title of Allston.

3. The Assessing Department hereby determines, in accordance with the eighth paragraph of Section 10 of Chapter 121A, that the fair cash value of the real and personal property constituting the Project, as of January 1, 1992, and for each succeeding January 1 of the year next following until the January 1 of the year in which Allston's property tax exemption under Chapter 121A shall terminate, shall not be more than an amount which when used in the computation of the Excise Tax for or with respect to such year would result in an Excise Tax of more than the amount agreed to in Section 1(c) herein.

The Assessing Department agrees to certify as to each of the foregoing fair cash value dates and amounts to the Department of Revenue and Allston on or before March 1 of each year during such periods, pursuant to the second paragraph of Section 10 of Chapter 121A. Notwithstanding the foregoing, each such certified fair cash value and the fair cash value to be determined by the City and Allston shall not exceed, but may be less than, a fair cash value for or with respect to each year within such periods resulting in an annual Excise Tax which shall not be in excess of the real estate taxes which would have been owing to the City with respect to the real and personal property of the Project pursuant to Chapter 59 of the General Laws if the Project were not subject to Chapter 121A. The Assessing Department acknowledges that the Project constitutes all the real and personal property of the Project for which it is required to establish a fair cash value under the provisions of Section 10 of Chapter 121A.

4. The Assessing Department hereby determines, in accordance with the third paragraph of Section 10 of Chapter 121A, that the average of the assessed valuations of the land and all buildings comprising the Project and Project Area and other things erected thereon or affixed thereto on the three assessment dates (January 1, 1990, January 1, 1991, January 1, 1992) next preceding the acquisition thereof by Allston shall be \$ _____. In the event that, subsequent to the execution of this Agreement, abatements are issued for the three assessment dates referenced herein, the three year average shall be adjusted accordingly.

5. The obligations of Allston under this Agreement and the Application are conditioned in all respects upon the acquisition of a leasehold interest in the Project Area by Allston, upon the Project being exempt from taxation under Section 10 of Chapter 121A, and upon the gross income of Allston for purposes of Section 10 of Chapter 121A being limited to the rental income actually received by Allston from the Project. Allston shall not be held in any way liable for delays (excluding delays in the making of any required payment hereunder) which may occur in the construction, repair and maintenance of the Project, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond Allston's reasonable control. Allston agrees to use reasonable efforts to cause all such permissions, variances, permits and licenses to be secured and all such delays to be overcome.

6. This Agreement shall continue for a term commencing on the effective date of the Approval and terminating on the date on which the property tax exemption provided to Allston under Chapter 121A terminates. Neither the Project nor Allston shall thereafter be subject to the obligations of Chapter 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions, and obligations of this Agreement as provided for in Chapter 121A. If a leasehold interest in the Phase I Project Area is not acquired by Allston within two (2) years from the date of the Approval, this Agreement shall be null and void and of no further force and effect.

7. Allston and the City agree that, without mutual consent, any amendment subsequent to the delivery of this Agreement of any of the provisions of Chapter 121A of the General laws or of Chapter 652 of the Acts of the 1960 or of the Rules, Regulations and Standards now applicable to the Project shall not affect this Agreement.

8. All notices required pursuant to this Agreement shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, addressed in the case of the City to One City Hall Square, Boston, Massachusetts, and in the case of Allston, to Allston Landing Limited Partnership, One Kendall Square, Cambridge, Massachusetts 02139, Attention: Henry Fitzgerald, with a separate copy to David E. Rideout, Esq., Palmer & Dodge, One Beacon Street, Boston, Massachusetts 02108, and in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the U.S. Postal Service.

9. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each and every obligation and condition contained in this Agreement, in the Approval or in any agreement or undertaking relating to the Approval is and shall be construed to apply separately to the owner of any separate portion of the Project and a default by the owner of any separate portion of the Project, under the Approval or under any such agreement or undertaking shall not constitute a default by the owner of another portion or by Allston. The liability of Allston hereunder or its successors or assigns (including, without limitation, successors or assigns to a portion of the Project) shall be limited solely to the assets and property of Allston or such successors or assigns, as the case may be, with respect to the Project or portion thereof, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of Allston or such successors or assigns, from time to time, shall have or be subject to any personal liability hereunder. After any termination under Chapter 121A as to the Project or transfer of the Project and the Project Area to another party, or termination or transfer of any portion thereof, each in accordance with the Approval by the Authority or as otherwise approved by the Authority, Allston shall no longer be subject to the obligations hereof and shall have no further liability hereunder with respect to the Project or such portion of the Project, as the case may be, the City agreeing to look solely to such transferee.

EXECUTED as a sealed instrument the day and year first above written.

CITY OF BOSTON

By: _____
Mayor

By: _____
Commissioner of Assessing

ALLSTON LANDING LIMITED PARTNERSHIP

By: Allston Landing Corporation, its general partner

By: _____
David J. McLachlan
Its Treasurer

**MEMORANDUM OF AGREEMENT
REGARDING THE LOCATION OF BIOTECHNOLOGY
FACILITIES AT ALLSTON LANDING
BY GENZYME CORPORATION**

I. Parties:

- A. Commonwealth of Massachusetts ("Commonwealth")
- B. City of Boston ("City")
- C. Boston Redevelopment Authority ("BRA")
- D. Genzyme Corporation ("Genzyme")

II. Preliminary Statement

- A. *The Genzyme Redevelopment.* Genzyme desires to redevelop a site (the "Genzyme Parcel") of approximately 9.4 acres within the Allston Landing North Economic Development Area of the Allston Brighton Neighborhood Zoning District in the City of Boston for the manufacture of its biotechnology products and other biotechnology and related purposes. The Genzyme Parcel is shown diagrammatically on Exhibit A hereto. The conceptual plan for the initial Genzyme redevelopment includes a manufacturing plant with up to 80,000 FAR square feet of gross floor area, with up to 20,000 additional square feet of mechanical and support space and surface parking space for up to 350 vehicles. Subsequent redevelopment may also be undertaken on the Genzyme Parcel for one or more of a research and development and office headquarters facility, expansion of the manufacturing facility and a parking structure. It is understood that this plan may change as the final program and designs are developed by Genzyme. Additional "Expansion Parcels," also shown on Exhibit A may be developed by Genzyme for these and other purposes.
- B. *Public Purposes.* All of the public parties are desirous of assisting Genzyme in carrying out the redevelopment of the Genzyme Parcel and the Expansion Parcels in order to accomplish the following public purposes, among others:
 - 1. The creation of high quality manufacturing and other jobs in close proximity to neighborhoods and communities where such jobs are needed.
 - 2. The encouragement of other emerging biotechnology companies that are now considering where to locate their manufacturing facilities to locate them in the City and Commonwealth.

3. The nurturing of a new industry in the City and Commonwealth that can contribute to a strong and sustainable economic recovery from current conditions of high unemployment and economic recession.
 4. The promotion of new industry in an already developed area with extensive existing infrastructure including highway, public transit, and utilities and in close proximity to its potential labor force in order to minimize the environmental cost of such development.
- C. *Commonwealth of Massachusetts.* The Commonwealth wishes to encourage the growth of the manufacturing segment of the biotechnology industry in Massachusetts at a variety of locations, including Allston Landing, where the factors for strong, long-term growth are present. The Commonwealth has the ability to facilitate the Genzyme redevelopment and to contribute to the business environment in a fashion that will induce Genzyme and other biotechnology firms to expand in Massachusetts. The Commonwealth is committed to taking administrative steps to assist the Genzyme redevelopment. Additionally, the administration is committed to pursuing an agenda to create an environment conducive to business growth, including:
- Maintaining corporate income taxes at current levels or lower
 - Maintaining fiscal stability in revenue and spending levels
 - Working to create incentives for firms through employment and training credits, for providing training, new job opportunities and increased export sales
 - Expanding the investment tax credit
 - Extending sales tax exemption to construction for manufacturing facility
 - Providing resources for assisting in the recruitment and training of new employees for this facility and working with Genzyme as it expands its work force in Massachusetts
 - Through the Secretary of Environmental Affairs, expediting of the environmental permitting process for the Genzyme redevelopment
 - The use of Public Works Economic Development funds to assist in the road system and site preparation improvement necessary on the Genzyme Parcel
- D. *The City of Boston and Boston Redevelopment Authority.* The City of Boston strongly supports the proposed Genzyme redevelopment at Riverfront R & D Park for the above reasons and as consistent with the long-term plan for the City which includes promoting new advanced technology manufacturing in the City and encouraging new economic development activities outside the densely developed

downtown core. The BRA serves as the planning and redevelopment agency for the City of Boston.

III. Agreements of the Parties

- A. *Transfer of Land.* Genzyme intends to enter into a long-term ground lease with the Massachusetts Turnpike Authority ("MTA") of the Genzyme Parcel, with certain expansion rights to lease the Expansion Parcels, subject to the negotiation of mutually satisfactory detailed lease terms and the approval of the Governor, the board of directors of the MTA and the board of directors of Genzyme Corporation.
- B. *Proposed Construction Start.* Genzyme intends to undertake the proposed redevelopment on an expedited basis, with entry on the Genzyme Parcel for an early construction start for piling and other "fast track" work on or about March 1, 1992, and an all-purpose construction start on or about April 17, 1992.
- C. *Development Review Schedule.* The proposed Genzyme redevelopment is subject to the development review provisions of Article 31 (Development Review Requirements) of the Boston Zoning Code in accordance with the provisions of Article 51 (Allston/Brighton Neighborhood District) of the Code. In undertaking such development review, the BRA shall comply with the schedule as set forth in Exhibit B hereto as it relates to the BRA, subject to the timely receipt of submissions on behalf of Genzyme in accordance with said schedule. The City shall allow Genzyme to commence piling and other "fast track" work prior to completion of the Article 31 process. Genzyme shall use its best efforts to cooperate with the BRA with respect to the development review process. The BRA and Genzyme shall use their best efforts to accelerate the completion of the development review process to April 3, 1992.
- D. *Expedited Review of any PDA or Chapter 121A Application.* Genzyme intends to carry out the redevelopment as a project approved pursuant to the provisions of Chapter 121A of the General Laws. The BRA shall undertake the necessary review process in accordance with the schedule set forth in Exhibit B and so as to allow Genzyme to achieve the early construction start and all-purpose construction start dates described above. Genzyme shall also have the option of applying to carry out all or a part of the Genzyme redevelopment as a Planned Development Area ("PDA"), pursuant to Section 3-1A and applicable provisions of Article 51 of the Boston Zoning Code.
- E. *State, City and BRA Assistance with Regulatory Compliance with other Laws.* The Commonwealth, City and BRA shall assist Genzyme identifying and complying with all applicable rules, regulations, and requirements. The Commonwealth, City and BRA shall publicly support the redevelopment at all hearings and public meetings.

- F. *BRA Further Assistance.* The BRA shall assist Genzyme in preparing filings to be submitted in compliance with the Massachusetts Environmental Policy Act (MEPA). Such assistance shall include, without limitation, assistance in preparation of an Environmental Notification Form (ENF) for the project, consultation in establishing the scope of services for an environmental consultant and provision of data and other material in the preparation of any additional materials required under MEPA. The BRA shall provide further assistance to Genzyme in developing an appropriate site plan and landscape design for the Genzyme Parcel in cooperation with Genzyme's architect. Such assistance shall include the preparation of up to three alternative landscape design schemes for the Genzyme Parcel in conceptual form and preparing schematic design drawings of one of the schemes designated by Genzyme. Genzyme may reject all of the proposed schemes and engage its own landscape architect to prepare designs for the Genzyme Parcel.
- G. *Expedited Review for Other City Approvals.* The City agrees to expedite all municipal permits and approvals with the intention of completing any necessary reviews so as to allow Genzyme to achieve the early construction start and all-purpose construction start dates described above.
- H. *Expedited Review for State-Level Approvals.* The Commonwealth agrees to expedite all state-level permits and approvals with the intention of completing any necessary reviews and approvals so as to allow Genzyme to achieve the early construction start and all-purpose construction start dates as described above.
- I. *Eligibility for PWED, EDA and other Infrastructure Grants.* Genzyme intends to structure the ground lease of the Genzyme Parcel and to take other reasonable steps as shall be necessary to assure eligibility for grant assistance in improving infrastructure on and off the Genzyme Parcel under the Public Works Economic Development Grant ("PWED") grant program administered by Commonwealth's Executive Office of Transportation and Construction, infrastructure grant programs administered by the federal Economic Development Administration ("EDA"), and other available grant programs for infrastructure development. The City shall not assess Genzyme for betterments relating to such infrastructure development or otherwise relating to the redevelopment.
- J. *Assistance with Grant Application.* The public parties shall apply for and use all reasonable efforts to obtain grant assistance for the above-described infrastructure improvements, subject to grant requirements. It is the objective of the public parties to obtain sufficient assistance to build necessary access roads, streets, and curb cuts on and off the Genzyme Parcel to service Genzyme's proposed redevelopment program consistent with the Transportation Access Plan to be approved in the development review process under Article 31, to extend utility lines as necessary onto the Genzyme Parcel to service the proposed redevelopment and to provide site landscaping. It is not anticipated that such infrastructure funds will be available to build parking facilities. Genzyme shall have no responsibility to build or develop streets or roadways outside of the

Genzyme Parcel in connection with the development of the Allston Landing North EDA. Such streets shall be owned and maintained by the City of Boston or, if access ramps, shall be owned and maintained by the MTA.

- K. *Assistance in Obtaining Bond Financing.* The public parties shall assist Genzyme in obtaining bond financing for the proposed redevelopment from the Boston Industrial Development Authority (BIDFA) or the Massachusetts Industrial Finance Authority (MIFA) as necessary or convenient for the carrying out of the Genzyme development. Such assistance shall include planning assistance, assistance in preparing applications, and public support.
- L. *Compliance with Law.* Nothing in this Agreement shall be interpreted as requiring or authorizing any public agency to deviate from its legal responsibilities with respect to any ordinance, rule, regulation, or law.
- M. *Developer/Owner Entity.* It is intended that Genzyme Corporation will organize a limited partnership with a subsidiary corporation as general partner, to be the lessee of the Genzyme Parcel and owner and developer of the improvements on the Genzyme Parcel. References to Genzyme herein shall be deemed to be references to such limited partnership unless the context requires otherwise.
- N. *Appointment of City Ombudsman.* Mayor Flynn has appointed John Connolly, the Mayor's Development Advisor, to serve as the City ombudsman for the Genzyme redevelopment in connection with all City-level reviews, permits, and approvals. It shall be the primary responsibility of the City ombudsman to assure that all City-level reviews occur expeditiously, in a coordinated manner, and in keeping with commitments regarding schedule set forth in this Agreement. Both the BRA and the City agree to extend all reasonable cooperation to the City ombudsman in meeting these responsibilities.
- O. *Appointment of Commonwealth Ombudsman.* Governor Weld will appoint a member of his administration to serve as the Commonwealth ombudsman for the Genzyme redevelopment in connection with all state-level reviews, permits, and approvals. It shall be the primary responsibility of the Commonwealth ombudsman to assure that all state-level reviews occur expeditiously, in a coordinated manner, and in keeping with commitments regarding schedule set forth in this Agreement. The Commonwealth, on behalf of its departments and agencies, agrees to extend all reasonable cooperation to the Commonwealth ombudsman in meeting these responsibilities.

In consideration of the mutual covenants herein contained, the parties agree as aforesaid and have executed this Memorandum of Agreement on December 5, 1991 under seal:

COMMONWEALTH OF MASSACHUSETTS

By: William F. Weld
William F. Weld, Governor

CITY OF BOSTON

By: Raymond L. Flynn
Raymond L. Flynn, Mayor

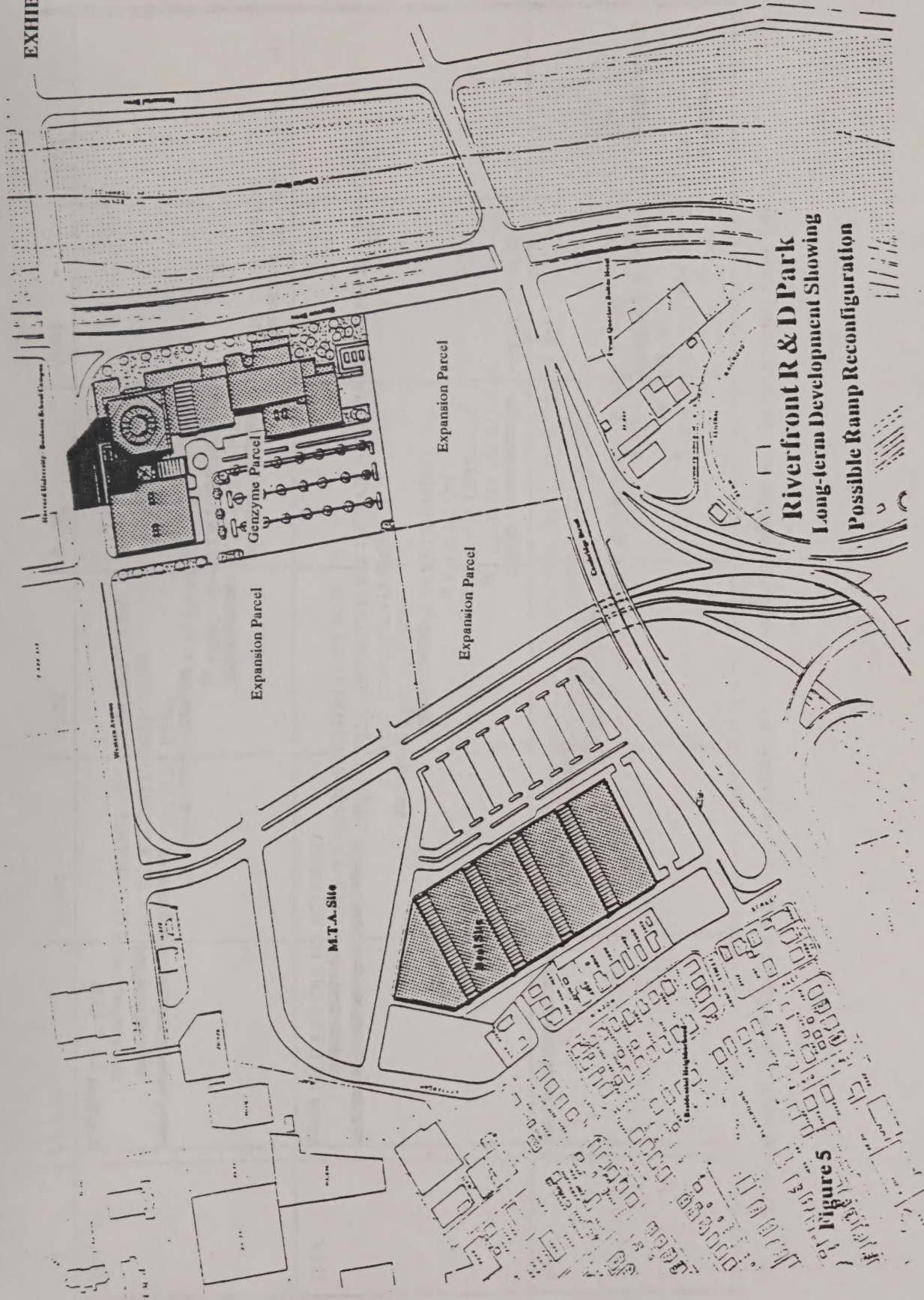
BOSTON REDEVELOPMENT AUTHORITY

By: Stephen F. Coyle
Stephen F. Coyle, Director

GENZYME CORPORATION

By: Henri Termeer
Henri Termeer, President

Ann Hershberg
Witness



Riverfront R & D Park
Long-term Development Showing
Possible Ramp Reconfiguration

Figure 5

* If Environmental Impact Report is required under MEPA, the review will be coordinated with the BRA review under Article 31

APPENDIX M

Proposed Regulatory Agreement for Allston Landing Limited Partnership

Contract Between Allston Landing Limited Partnership
and the Boston Redevelopment Authority
Dated this _____ day of _____, 1971

This Agreement made this _____ day of _____, 1971, under Chapter 121A of the General Laws of the Commonwealth of Massachusetts, by and between Allston Landing Limited Partnership, a Massachusetts limited partnership formed under the laws of the Commonwealth of Massachusetts (hereinafter called the "Owner"), and the Boston Redevelopment Authority (hereinafter called the "Authority").

WITNESSETH THAT:

WHEREAS, the Owner has filed in its duly sworn Application in accordance with Section 2, 1971 (the "Application"), under the provisions of said Chapter 121A of the General Laws and Chapter 222 of the Acts of 1968, as amended (collectively, "Chapter 121A"), for approval of a project (the "Project"), more particularly described in the Application, including, but not limited to, the lands of the Project, hereinafter referred to as the "Project Land", and a comprehensive plan, a master plan, development and subdivision plan, and a zoning map;

WHEREAS, pursuant to the Application, the Owner will construct the Project on (land the "Project Land");

WHEREAS, the construction of the Project by the Owner was approved by the Authority by vote on _____, 1971, and;

WHEREAS, the Board of the City approved the Authority's approval on _____, 1971, and;

WHEREAS, the vote of the Authority and the approval of the Mayor of the City were filed with the office of the City Clerk on _____, 1971, and such approval (the "Approval") has become final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, pursuant to the provisions of Chapter 121A, the Authority is required to enter into a Regulatory Agreement with the Authority;

NOW, THEREFORE, the Owner agrees by this Regulatory Agreement to enter into a Regulatory Agreement with the Authority as follows:

The Owner shall ensure the Project as shown in the Application.

APPENDIX M

Proposed Regulatory Agreement

Contract Between Allston Landing Limited Partnership
and the Boston Redevelopment Authority
Pursuant to Chapter 121A of the Massachusetts General Laws

This Agreement made this _____ day of _____, 1992, under Chapter 121A of the General Laws of the Commonwealth of Massachusetts, is by and between Allston Landing Limited Partnership, a Massachusetts limited partnership formed under the laws of the Commonwealth of Massachusetts (hereinafter called the "Owner"), and the Boston Redevelopment Authority (hereinafter called the "Authority").

WITNESSETH THAT:

WHEREAS, the Owner has caused to be filed with the Authority an application dated January 8, 1992 (the "Application"), under the provisions of said Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, as amended (collectively, "Chapter 121A"), for approval of a project (the "Project"), more particularly described in the Application, including, but not limited to, the lease of the Project Area (as defined in the Application) and construction of a manufacturing facility, a research, development and administrative complex and a parking facility; and

WHEREAS, pursuant to the Application, the Owner will undertake the construction of the Project in phases (the "Phases"); and

WHEREAS, the undertaking of the Project by the Owner was approved by the Authority by vote on _____, 1992; and

WHEREAS, the Mayor of the City approved the Authority's approval on _____, 1992; and

WHEREAS, the vote of the Authority and the approval of the Mayor of the City were filed with the office of the City Clerk on _____, 1992, and such approval (the "Approval") has become final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, pursuant to the provisions of Chapter 121A, the Authority is requiring the Owner to enter into a Regulatory Agreement with the Authority; and

NOW, THEREFORE, the Owner agrees by this Regulatory Agreement for itself, its successors and assigns with the Authority as follows:

1. The Owner shall finance the Project as stated in Section 4 of the approved Application.

2. The Owner shall keep the accounts for the Project separate and apart from any other activities conducted by the Owner or its principals and shall not expend income from the Project other than earnings as described in Chapter 121A upon or for the benefit of any other of its activities.

3. The Owner shall comply with the provisions contained in Section 8 of Chapter 121A relative to the inspection of buildings and enforcement of compliance with the financing program and rules and regulations applicable to the Project.

4. The partners ("Partners") of the Owner shall not receive or accept, while this Regulatory Agreement is in force, as net income from the Project any sum in excess of eight percent (8%) of the amount invested by them in the Project, as described in the Application, each year in which the Owner owns or has owned the Project, except that, if in any year the Partners have received a sum less than the aforesaid eight percent (8%), they may so receive in a subsequent year or years, additional sums not exceeding in the aggregate such deficiency without interest over and above the sum of eight percent (8%) of such amount invested by them in the Project. Nothing contained in this paragraph, however, shall be applicable to the distribution of profits from the sale of capital assets or equity interest of the Owner or the debt or equity financing or refinancing of any Project loan.

5. In consideration of the exemption of the Owner and all its real and personal property from taxation and from betterments and special assessments and from the payment of any tax, excise or assessment to or for the Commonwealth or any of its political subdivisions on account of the Project, the Owner will pay the excises with respect to the Project which a Chapter 121A entity would be bound to pay under the formulae and provisions set forth in Section 10 of Chapter 121A and agreed upon between the parties as outlined in the executed Section 6A Contract dated _____, 1992, between the Owner and the City of Boston (the "Section 6A Contract").

6. This Agreement shall continue for a term commencing on the effective date of the Approval, terminating on the date on which the property tax exemption provided to the Owner under Chapter 121A terminates. Neither the Project nor the Owner shall thereafter be subject to the obligations of Chapter 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions and obligations of this Regulatory Agreement as provided for in Chapter 121A. If a leasehold interest in the Project Area is not acquired by the Owner within two (2) years from the date of the Approval, this Regulatory Agreement shall be null and void and of no further force and effect.

7. If the Owner or the Owner's mortgage lender or lenders propose, acting either under the provisions of the last paragraph of Section 11 or under any other provision of Chapter 121A, to transfer the Project and the Owner's interest in the Project Area or any portion thereof to a different entity, this Regulatory Agreement shall, upon such transfer, be terminated as to the Project and the Project Area or such severable portions thereof, as the case may be, and it shall be a condition of any such transfer that a new Regulatory Agreement on substantially the same terms and provisions as contained herein shall be entered into by such transferee.

8. This Regulatory Agreement shall be binding upon and the benefits hereunder shall inure to the Owner, its successors and assigns (including successors and assigns as to any portion(s) of the Project). Each and every obligation and condition contained in this Agreement, in the Approval or in any agreement or undertaking relating to the Approval is and shall be construed to apply separately to the owner of any separate portion of the Project and a default by the owner of any separate portion of the Project, under the Approval or under any such agreement or undertaking, shall not constitute a default by the owner of another portion of the Project. The liability of the Owner hereunder or its successors or assigns (including, without limitation, successors and assigns to any portion(s) of the Project) shall be limited solely to the assets and property of Allston or such person or entity, as the case may be, with respect to the Project or portion thereof, as the case may be, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Owner or such person or entity, from time to time, or any of their respective separate assets or property, shall have or be subject to any personal liability of the Owner hereunder. After any termination under Chapter 121A of the Project or transfer of the Project and the Project Area to another party, or termination or transfer of any separate portion thereof, each in accordance with the Approval by the Authority or as otherwise approved by the Authority, the Owner shall no longer be subject to the obligations hereof and shall have no further liability hereunder with respect to the Project or such separate portion of the Project, as the case may be, the City agreeing to look solely to such transferee. The obligations of the Authority hereunder shall be binding upon its successors for the benefit of the Owner and its successors and assigns to the Project and the Project Area (including the successors and assigns as to any separate portion(s) of the Project and the Project Area).

9. Except as otherwise permitted in the Report and Decision of the Authority approving the Project dated _____ (the "Approval"), the Owner hereby covenants with and agrees with the Authority that it will not voluntarily convey its interest in the Project prior to the completion of the Project, without the express written consent and approval of the Authority. The written consent and approval of the Authority, whenever required by the terms of this Regulatory Agreement or the Approval, shall not be unreasonably delayed or withheld. As a condition to any transfer of the Project in accordance with the Approval or as otherwise approved by the Authority, the Owner will cause the transferee to enter into a new Regulatory Agreement with the Authority on substantially the same terms and conditions as this Regulatory Agreement.

10. Any transferee or any person or entity succeeding to the rights and obligations and interest of the Owner in the Project by operation of law, or insolvency or otherwise shall, at the option of the Authority, be deemed to have agreed to be bound by the terms, covenants and conditions of this Regulatory Agreement.

11. The Owner shall use reasonable efforts to follow the timetable set forth in the approved Application. Subject to the provisions of Paragraph 21 hereof, if the Project does not commence within two (2) years after the date of acquisition of the Owner's leasehold interest in the Project Area, the Authority reserves the right to rescind the Project approval in the event an extension has not been requested and approved.

12. Upon substantial completion of construction of each phase of the Project, the Authority shall, upon notification by the Owner, inspect the Project to determine if it has been built in accordance with the Chapter 121A submission and approval. Certification evidencing compliance with Chapter 121A approval shall be filed with the Clerk of the City of Boston by the Owner.

13. The Owner agrees that it will (1) maintain full and accurate accounts, records and books relative to the Project in accordance with generally accepted accounting principles and in such detail as the Authority may reasonably prescribe; (2) grant to the employees or representatives of the Authority at all times during normal business hours access to the Project and to such of its accounts, records, and books as related to the Owner's obligations under this Regulatory Agreement or Chapter 121A upon reasonable prior notice by the Authority to the Owner; (3) permit said Authority or the City of Boston, or any of their approved accountants or auditors, to make reasonable annual audits of the accounts and financial records of the Owner which shall at all times be available in the Commonwealth of Massachusetts; and (4) furnish to the Authority such financial, operating, statistical and other reports, records, statements and documents on a uniform and consistent basis as may be periodically or on a one-time basis reasonably required by the Authority and copies of contracts entered into by the Owner or other documents in the possession of the Owner as the Authority may from time to time reasonably require in connection with the Owner's obligations under this Regulatory Agreement or Chapter 121A.

14. All notices required or permitted pursuant to this Regulatory Agreement shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, addressed in the case of the Authority to One City Hall Square, Boston, Massachusetts, and in the case of the Owner, to Allston Landing Limited Partnership, One Kendall Square, Cambridge, Massachusetts 02139, Attention: Henry Fitzgerald, with a separate copy to David E. Rideout, Esq., Palmer & Dodge, One Beacon Street, Boston, Massachusetts 02108, and in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the U.S. Postal Service.

15. The Owner shall cause the Project to be constructed in a good and workmanlike manner employing materials of good quality and so as to conform to the terms and conditions of the Application (including design review, as set forth in Appendix D to the Application), zoning, building, health, and fire laws, codes, ordinances and regulations in effect in the City of Boston, except to the extent that deviations have been or may be granted under Chapter 121A. Compliance in the construction of the Project by the Owner with such laws, codes, ordinances and regulations except to the extent deviations have been or may be granted shall, subject only to judicial review, be determined by the Division of Inspectional Services and all inspections to determine such compliance shall be conducted by it, and the issuance by the Division of Inspectional Services or other duly constituted authority of one or more certificates of occupancy or equivalent documents shall be treated as conclusive evidence of compliance of construction with said laws, codes, ordinances and regulations.

16. Upon completion of construction, the Owner shall, at its own cost and expense, keep and maintain the Project or cause it to be kept and maintained, in good repair, order and condition.

17. The Owner may operate, manage and maintain the Project or employ or contract with one or more parties to operate, manage and maintain the Project, or any portion thereof, pursuant to an operating lease, management agreement or other agreement. The Owner may enter into any operating lease, management agreement or other agreement with an affiliate or affiliates of the Owner. Any such party under an operating lease, management agreement or other agreement will in no event be subject to the provisions of Chapter 121A or of this Regulatory Agreement.

18. All material changes, deviations, alterations or additions to the exterior of the Project buildings are subject to review and approval by the Authority.

19. The Owner shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the property or any improvement thereon is restricted upon the basis of race, religion, creed, color or national origin or ancestry in the sale, lease or occupancy thereof.

20. The Owner shall comply with all state and local laws in effect from time to time forbidding discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupancy thereof.

21. The obligations of the Owner pursuant to this Regulatory Agreement, the Application, the Report and Decision and the agreements executed in connection therewith are conditioned in all respects upon the acquisition and maintenance of a leasehold interest in the Project Area by the Owner, upon the Project being exempt from taxation under Section 10 of Chapter 121A, and upon the gross income of the Owner for purposes of Section 10 of Chapter 121A being limited to the rental income actually received by the Owner from the Project. The Owner shall in no way be held liable for any delay or failure to fulfill any of such obligations (excluding monetary obligations set forth in Chapter 121A or Chapter 652 or in the Section 6A contract) by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty, delay or failure of issuance of any governmental permission, approval, variance, or license necessary for the fulfillment of such obligation (provided the Applicant used reasonable efforts to obtain such permission, approval, variance, or license), or any other cause beyond the reasonable control of the Owner.

EXECUTED as a sealed instrument as of the day and year first written above.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Director

CITY OF BOSTON

By: _____
Mayor

By: _____
Commissioner of Assessing

ALLSTON LANDING LIMITED PARTNERSHIP

By: ALLSTON LANDING CORPORATION

By: _____
David J. McLachlan
Its Treasurer

APPROVED AS TO FORM:

Chief General Counsel

APPENDIX N

Allston Landing Corporation

Agreement Not to Dispose of Interests

The undersigned, pursuant to an Application dated January __, 1992 (the "Application"), to the Boston Redevelopment Authority (the "Authority") by Allston Landing Limited Partnership (the "Owner") for approval to undertake a Project under Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, as amended (collectively, "Chapter 121A"), in consideration of the approval of the Application (the "Approval"), and in order to comply with the Rules and Regulations of the Authority relating to such Project, hereby covenants with the Authority that it will not, prior to the time when the Project (as defined in the Application) or any portion thereof is first opened for business, dispose of its interest in the Owner without first obtaining permission from the Authority to do so in accordance with the provisions of the Approval and Chapter 121A.

Nothing herein shall prohibit a pledge or other transfer by way of security of such interest incident to any loan made to finance the Project (as defined in the Application) in whole or in part. In the event of the same, the holder thereof (and any party claiming by, through or under such holder) shall, in accordance with Section 16A of Chapter 121A, upon its acquisition of the Project or any severable portion thereof, have the option of (1) holding the same subject to all the provisions of Chapter 121A and having all of the powers, rights, privileges, benefits and exemptions set forth in Chapter 121A; or (2) conveying or otherwise releasing its interest to a purchaser who agrees as part of the terms of conveyance or release to hold the same subject to all of the provisions of Chapter 121A and who shall thereby have all of the powers, rights, privileges, benefits and exemptions set forth in Chapter 121A; or (3) holding the Project or any severable portion thereof so acquired free from all restrictions and limitations imposed by Chapter 121A and without any of the powers, rights, privileges, benefits and exemptions thereby conferred; or (4) conveying or otherwise releasing its interest in the Project or a severable portion thereof to a purchaser to be held by such purchaser free of all restrictions and limitations imposed by Chapter 121A and without any of the powers, rights, privileges, benefits and exemptions thereby conferred; provided, however, that any such option must be exercised by such holder or other party by written certification filed with the Authority within one (1) year of the acquisition of the Project or a severable portion thereof.

Nothing herein shall prohibit the sale of limited partnership units in the Owner to investors, without further approval.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The liability of the undersigned hereunder or its successors or assigns (including, without limitation, mortgagees) shall be limited solely to the interest of the undersigned in the Owner, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the undersigned, from time to time, or any such person's or entity's separate assets or property, shall have or be subject to any personal liability of the undersigned hereunder. After the transfer of the Project or any severable portion

thereof as approved by the Authority, the undersigned shall no longer be subject to the obligations hereof and shall have no further liability hereunder with respect to the Project or such severable portion thereof, as the case may be, the Authority agreeing to look solely to such transferee.

Unless sooner terminated pursuant to the Approval or any approval of the Authority, this Agreement shall continue for a term commencing on the effective date of the Approval and shall terminate on the date on which the property tax exemption provided to the Owner under Chapter 121A terminates. If a leasehold interest in the Project Area is not acquired by the Owner within two (2) years from the date of the Approval, this Agreement shall be null and void and of no further force and effect.

EXECUTED as a sealed instrument as of this 8 day of January, 1992.

ALLSTON LANDING CORPORATION

By: David J. McLachlan
David J. McLachlan
Its Treasurer

APPENDIX N

Allston Landing Corporation II

Agreement Not to Dispose of Interests

The undersigned, pursuant to an Application dated January __, 1992 (the "Application"), to the Boston Redevelopment Authority (the "Authority") by Allston Landing Limited Partnership (the "Owner") for approval to undertake a Project under Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, as amended (collectively, "Chapter 121A"), in consideration of the approval of the Application (the "Approval"), and in order to comply with the Rules and Regulations of the Authority relating to such Project, hereby covenants with the Authority that it will not, prior to the time when the Project (as defined in the Application) or any portion thereof is first opened for business, dispose of its interest in the Owner without first obtaining permission from the Authority to do so in accordance with the provisions of the Approval and Chapter 121A.

Nothing herein shall prohibit a pledge or other transfer by way of security of such interest incident to any loan made to finance the Project (as defined in the Application) in whole or in part. In the event of the same, the holder thereof (and any party claiming by, through or under such holder) shall, in accordance with Section 16A of Chapter 121A, upon its acquisition of the Project or any severable portion thereof, have the option of (1) holding the same subject to all the provisions of Chapter 121A and having all of the powers, rights, privileges, benefits and exemptions set forth in Chapter 121A; or (2) conveying or otherwise releasing its interest to a purchaser who agrees as part of the terms of conveyance or release to hold the same subject to all of the provisions of Chapter 121A and who shall thereby have all of the powers, rights, privileges, benefits and exemptions set forth in Chapter 121A; or (3) holding the Project or any severable portion thereof so acquired free from all restrictions and limitations imposed by Chapter 121A and without any of the powers, rights, privileges, benefits and exemptions thereby conferred; or (4) conveying or otherwise releasing its interest in the Project or a severable portion thereof to a purchaser to be held by such purchaser free of all restrictions and limitations imposed by Chapter 121A and without any of the powers, rights, privileges, benefits and exemptions thereby conferred; provided, however, that any such option must be exercised by such holder or other party by written certification filed with the Authority within one (1) year of the acquisition of the Project or a severable portion thereof.

Nothing herein shall prohibit the sale of limited partnership units in the Owner to investors, without further approval.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The liability of the undersigned hereunder or its successors or assigns (including, without limitation, mortgagees) shall be limited solely to the interest of the undersigned in the Owner, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the undersigned, from time to time, or any such person's or entity's separate assets or property, shall have or be subject to any personal liability of the undersigned hereunder. After the transfer of the Project or any severable portion

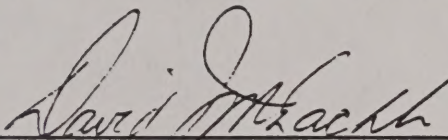
thereof as approved by the Authority, the undersigned shall no longer be subject to the obligations hereof and shall have no further liability hereunder with respect to the Project or such severable portion thereof, as the case may be, the Authority agreeing to look solely to such transferee.

Unless sooner terminated pursuant to the Approval or any approval of the Authority, this Agreement shall continue for a term commencing on the effective date of the Approval and shall terminate on the date on which the property tax exemption provided to the Owner under Chapter 121A terminates. If a leasehold interest in the Project Area is not acquired by the Owner within two (2) years from the date of the Approval, this Agreement shall be null and void and of no further force and effect.

EXECUTED as a sealed instrument as of this 8 day of January, 1992.

ALLSTON LANDING CORPORATION II

By: _____



David J. McLachlan
Its Treasurer

APPENDIX O

Allston Landing Limited Partnership

Statement of Permissions Required for Project to Deviate From any Zoning, Building, Health or Fire Law, Code, Ordinance or Regulation in Effect in Boston

The following is a statement of all permissions to deviate from any zoning, building, health or fire law, code, ordinance or regulation in effect in Boston which, so far as known to the Applicant, will be required for the Project.

So far as is known to the Applicant, the following deviations from the Boston Zoning Code (the "Code") will be required:

- To deviate from Section 51-43 by deleting the requirement that Article 31 of the Code will be applicable to the Project and to deviate from Section 51-44 by deleting the requirement that such section will be applicable to the Project.

The Applicant believes and requests that the Authority find that development review of the Project will be better accomplished under the Massachusetts Environmental Policy Act ("MEPA") and the regulations promulgated thereunder and design review by the Authority under the process described in Appendix D of this Application. A single environmental review by MEPA will eliminate the duplication of process that would otherwise occur if the Project were required to comply with both MEPA and Article 31 of the Code. The design review component will be achieved pursuant to the design review process set forth in Appendix D of this Application. The Applicant requests that the Authority find that the development review process under MEPA and Appendix D of this Application will ensure that, with respect to the Project, growth in the Allston-Brighton Neighborhood District will be compatible with the character of the buildings and landscape and will be of a quality that enhances the neighborhood visually and economically and will not be damaging to environmental quality and that such deviations may be granted without substantially derogating from the intent and purposes of the Code.

- To deviate from Section 51-45.2 (Display Window Area Regulations), Section 51-46 (Screening and Buffering Requirements), Section 51-48 (Sign Regulations) and Section 51-49 (Off-street Parking and Loading Requirements) of the Code by deleting the requirement that such sections will be applicable to the Project.

The Applicant believes and requests that the Authority find that the regulation of the matters covered by the above sections of the Code will be better accomplished in a comprehensive review under MEPA and Appendix D. As with requested deviations from Sections 51-43 and 51-44, the Applicant also believes and requests that the Authority find that the Project development review process under MEPA and Appendix D to this Application will ensure, with respect to the Project, that growth in the Allston-Brighton Neighborhood District will be compatible with the character of the buildings and landscape and will be of a quality that

enhances the neighborhood visually and economically and will not be damaging to environmental quality and that such deviations may be granted without substantially derogating from the intent and purposes of the Code. By their terms, each of the above sections of the Code is not applicable to a project subject to Article 31; the requested deviations substitute the development review process under MEPA and Appendix D for that of Article 31.

- To deviate from Article 11 of the Code (Signs) by deleting the requirement that such article will be applicable to the Project.

The Applicant believes and requests that the Authority find that the regulation of Project signs is better accomplished in a comprehensive review under MEPA and Appendix D to this Application than under Article 11 of the Code. The Applicant believes and requests that the Authority find that such deviations may be granted without substantially derogating from the intent and purposes of the Code.

- To deviate from Section 51-50 of the Code (Application of Dimensional Requirements) by deleting the requirement that such section will be applicable to the Project.

The Applicant believes and requests that the Authority find that the regulation of the matters covered by the above section is better accomplished in a comprehensive review under MEPA and Appendix D to this Application than under Section 51-50 of the Code. The Applicant believes and requests that the Authority find that such deviations may be granted without substantially derogating from the intent and purposes of the Code.

- To deviate from Section 51-23 of the Code incorporating by reference Table C of Article 51 to the extent necessary to delete any requirement in Table C that a conditional permit be obtained for the proposed Project parking facility.

The Applicant believes and urges the Authority to find that such deviation may be granted without substantially derogating from the intent and purposes of the Code.

- To deviate from the requirement of Section 51-23 of the Code incorporating by reference Table C of Article 51 that limits a "General Office" use, as defined in Section 2A-1, to the "use of a structure or land principally for office space" and prohibit the " . . . storage of materials, goods or products which are physically located on the premises."

The Project will include a building complex devoted to research, development and administrative office use without regard to which of such uses is the principal use. Such complex may also store materials, goods or products. The Applicant believes and requests that the Authority find that such deviation may be granted without substantially derogating from the intent and purposes of the Code.

- To deviate from Section 51-24 of the Code incorporating by reference Table G of Article 51 and Footnote 3 of Table G with respect to maximum building height, to delete the word "eighty (80)" in the second line of Table G and substitute in its place the words "one hundred twenty-five (125)" and to delete the words "(i) subject to or elects to comply with Article 31 and (ii)" in the fifth line of Table G of Article 51.

The research, development and administrative complex of the Project will be approximately 125 feet in height at a point near the intersection of Western Avenue and Soldiers Field Road. This is a significant point of entry to Allston Landing North and the proposed Riverfront R&D Park and will provide a suitable signature to the Project Area. The Applicant believes and requests that the Authority find that such deviation may be granted without substantially derogating from the intent and purposes of the Code. Moreover, by its terms, Footnote 3 contemplates that a higher building height is allowable in a project subject to Article 31 of the Code; thus this requested deviation also substitutes the development review process under MEPA and Appendix D for that of Article 31.

- To deviate from Section 51-24 of the Code incorporating by reference Table G of Article 51 to delete the requirement in Table G for Allston Landing North of a minimum rear yard of twenty (20) feet.

It is not currently known what use will be made of the abutting property, particularly the location of any way running along the westerly boundary of the Project Area. This deviation will allow more flexibility to the Applicant in building the Project. The Project will have compensating setbacks from Soldiers Field Road and Western Avenue, to the north and east, not less than seven (7) feet (Western Avenue) and not less than thirty (30) feet (Soldiers Field Road). The Applicant believes and requests that the Authority find that such deviation may be granted without substantially derogating from the intent and purposes of the Code. By its terms, such minimum rear yard requirement is not applicable to a project subject to Article 31 of the Code; thus this requested deviation also substitutes the development review process under MEPA and Appendix D for that of Article 31.



CITY OF BOSTON • MASSACHUSETTS

OFFICE OF THE MAYOR
RAYMOND L. FLYNN

November 12, 1991

Mr. Henri Termeer
President and CEO
Genzyme Corporation
One Kendall Square
Cambridge, MA 02139

Dear Mr. Termeer:

The ability of leading local companies like Genzyme Corporation to compete effectively in world markets translates into jobs, a higher standard of living, and more productive and fulfilling lives for area residents.

That is why I am pleased to present to you a proposal for Genzyme Corporation to locate its manufacturing facilities and office headquarters on an extraordinary site in Allston overlooking the Charles River. Above all, this site offers one thing that other sites cannot match: competitive advantage. Whether measured in prominence, excellent transportation access, proximity to the greatest medical research hub in the world, or in enthusiastic political and neighborhood support, the Allston Landing site offers Genzyme its greatest opportunities to grow, innovate, and compete effectively in the global economy.

This proposal has been prepared for the City by the Boston Redevelopment Authority. The Massachusetts Turnpike Authority, which owns the site, and its Chairman Allan McKinnon, have actively supported and participated in this effort. The Commonwealth of Massachusetts, through the Governor's Office, has also cooperated closely. The proposal enjoys the strong backing of the Allston-Brighton neighborhood. Local elected officials, including state legislators and city councilors, have voiced their enthusiastic support. Harvard University and other area institutions also support the proposal.

We believe that Genzyme Corporation belongs at Allston Landing, because this site in the center of the region's biomedical complex will both signify Genzyme's leadership, and give it the competitive advantages it needs to stay at the forefront of its industry.

We appreciate your careful consideration of this proposal and hope for a long and successful partnership with Genzyme Corporation at Allston Landing. On behalf of the residents of Boston, I commit the full support of my administration to the successful completion of this project.

Sincerely,

Raymond L. Flynn
Mayor of Boston



MASSACHUSETTS TURNPIKE AUTHORITY

State Transportation Building, 10 Park Plaza, Suite 5170, Boston, MA 02116

(617) 248-2800 fax (617) 523-0729

September 26, 1991

The Honorable Raymond L. Flynn
Mayor
City of Boston
City Hall
Boston, MA 02201

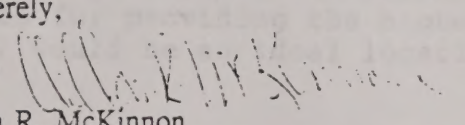
Dear Mayor Flynn:

I want to commend you on the planning that the Boston Redevelopment Authority has undertaken to attract the Genzyme Corporation to Boston, as evidenced in the presentation by Boston Redevelopment Authority staff to my senior staff and me last week. The siting of Genzyme in Massachusetts would serve as a strong symbol of the long-term strengths of the Commonwealth. The siting of Genzyme in Boston, in particular, would firmly establish the viability of the city to attract and maintain a diversified economic base even in austere times.

Consideration of the Turnpike Authority's Allston Landing site for Genzyme is something we are eager to explore with you, the Commonwealth and the Allston community. There have been a number of such collaborations in the past, as evidenced by the Wang facility in Chinatown, Copley Place, and the John Hancock garage. More recently we have initiated a development feasibility of MassPike air rights in Boston, and I trust this will yield additional opportunities for economic growth.

Finally, let me say how pleased and proud I was to receive, on behalf of this Authority, the City's award this year as one of "Boston's Best Neighbors". The Turnpike Authority has a long history of commitment to the City of Boston and I want to assure you that as long as I am Chairman that commitment will continue.

Sincerely,


Allan R. McKinnon
Chairman

cc: Governor William F. Weld
Stephen Coyle, Director, BRA ✓
Dan Gregory, Secretary, EOE
Senator Michael Barrett
Representative Kevin Honan
Representative Susan Tracy
City Councillor Brian McLaughlin





The Commonwealth of Massachusetts

House of Representatives

STATE HOUSE, BOSTON 02133

KEVIN G. HONAN
REPRESENTATIVE
18TH SUFFOLK DISTRICT
60 GORDON STREET
ALLSTON, MA 02134

ROOM 130, STATE HOUSE
TEL (617) 722-2130

Committees:
Health Care, Vice Chairman
Human Services and Elderly Affairs
Ethics

November 5, 1991

Mayor Raymond L. Flynn
Boston City Hall
One City Hall Plaza
Boston, MA 02215

Dear Mayor Flynn:

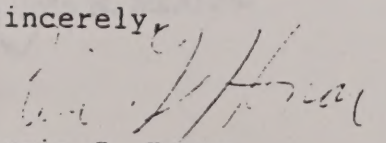
I am writing to you to voice my support for the Genzyme Corporation locating its new facility in Allston Landing.

The Allston Landing site would be an ideal location for the Genzyme Corporation. The new facility would improve the location by utilizing an area which is now neglected. More importantly, the new facility would create work opportunities at a time when even the most skilled workers of the Commonwealth are having trouble finding employment. Building the new facility would create a need for workers in a variety of fields from construction workers during the building process to scientists when the facility is completed.

Genzyme has proven itself to be a leader in the rapidly growing field of biotechnology. Allston Landing has ample space for Genzyme to expand its facility to meet the needs required to maintain its position. Furthermore, the City of Boston, with its reputation for providing the highest quality of medical care and research, would be an ideal location to expand this important field.

Once again I wish to express my hope that Genzyme locate its new facility in Boston. If I can assist you on this or any other matter, please do not hesitate to contact me. Thank you for your time.

Sincerely,


Kevin G. Honan
State Representative

HARVARD UNIVERSITY
GRADUATE SCHOOL OF BUSINESS ADMINISTRATION
GEORGE F. BAKER FOUNDATION

JOHN H. MCARTHUR
Dean

SOLDIERS FIELD
BOSTON, MASSACHUSETTS 02163

November 5, 1991

Mayor Raymond L. Flynn
Mayor's Office, 5th Floor
Boston City Hall
Boston, MA 02108

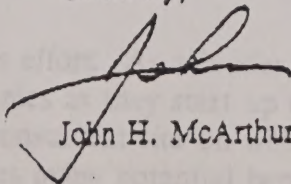
Dear Ray:

I am writing to offer my help and to encourage you in your important efforts to attract the Genzyme Corporation to be our neighbor in Allston Landing. Genzyme would be an important element in your effort to encourage the biomedical industry to bloom in Boston.

I know very well from my roles at both Harvard and the Brigham and Women's Hospital about the importance you place upon our capturing a significant piece of this emerging contemporary industry for Boston. It is an industry that can provide many fine and new opportunities for the people in this community, both directly and indirectly. For this to happen, of course, requires that many things be put in place. This is what you have emphasized with all of us from the beginning. The teaching hospitals, their medical research ventures, the universities more broadly, our financial institutions, the receiving communities, and so many other things all have to be brought along. This is your vision, and program. Genzyme is an outstanding pioneer in this emerging industry, and represents just the kind of company we need in the web of partnering institutions you and your people have been encouraging.

I hope it works out. If I or others at Harvard Business School can be of assistance in this matter, feel free to call on me. Genzyme represents an important opportunity for all of us. Thanks and best wishes.

Sincerely,



John H. McArthur

L. DOYLE

S. ZECKHAUSER

RECEIVED NOV - 7 1991



COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS SENATE
STATE HOUSE BOSTON 02133

SENATOR
MICHAEL J. BARRETT
MIDDLESEX AND SUFFOLK
DISTRICT
ROOM 405
TEL 722 1280

November 6, 1991

Raymond Flynn
Mayor, City of Boston
Boston City Hall
One City Hall Square
Boston, Massachusetts 02201

Dear Mayor Flynn,

I am writing you to express my strong support for the prospective relocation of the Genzyme Corporation to Allston Landing in Boston. I encourage you to continue your efforts to attract this biotechnology leader to our city.

Boston, as you know, is a prominent national center of medical research. Further, it is home to the most impressive cluster of educational institutions in the country. Our labor force is among the most educated in the United States, well prepared for the new wave of technology and biotechnology that will be at the forefront of the job market over the next decade. Boston, then, is a perfect match for a company like Genzyme.

Indeed, Boston must increase its efforts to bring biotechnology companies within its borders. The city benefits by increasing job opportunities both in manufacturing and in cutting edge research. Biotechnology benefits by the unique range of talent and resources to be found here. We have here that gratifying situation so rare in life: one where everybody wins.

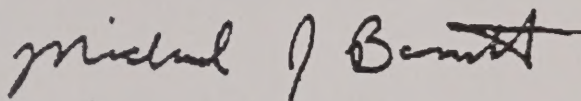
Genzyme can play a major role in this effort. As a leader in the industry, Genzyme serves as a model for other companies as they start up or expand. And Allston Landing provides an accessible and convenient site on which Genzyme can build and grow. Certainly the community sees many potential benefits from the proposed relocation and looks with great anticipation to the process of bringing

Boston City Council

Genzyme to Allston. I, too, look forward to working with you, Genzyme, and the neighborhood to bring the best of all worlds to Boston.

I sincerely hope that Genzyme will locate its new facility in Boston. If I can be of any assistance in this matter, please feel free to call on me. I thank you for your time and for your efforts, those already undertaken and those to come.

Sincerely,



Michael J. Barrett
State Senator
Middlesex and Suffolk District



Boston City Council

NEW CITY HALL
ONE CITY HALL SQUARE
BOSTON, MASSACHUSETTS 02201

MICHAEL J. McCORMACK

725-3115

November 1, 1991

Hon. Raymond L. Flynn
Mayor of Boston
Boston City Hall
Boston, MA 02201

Dear Mayor Flynn:

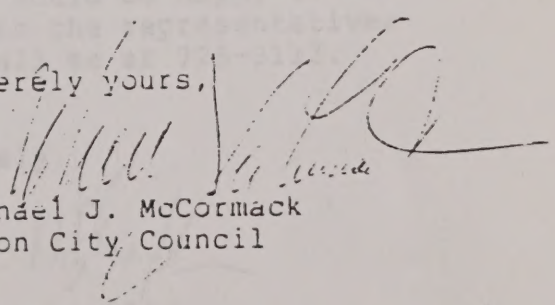
I am writing to express my support for the prospective relocation of Genzyme Corporation to Allston Landing.

As you know, Boston is currently a leading center of medical research. Our educational institutions produce a skilled labor force that is well prepared for employment opportunities in the field of medical research. Our hospital and medical schools engage in more medical research activity than any other city in the country.

Over the next decade, Boston will increase its efforts in this industry in order to continue to provide adequate employment opportunities for its residents. Efforts to increase the city's critical mass of biotechnology should also take place to further increase job opportunities in both research and biotechnology manufacturing for Boston residents. Genzyme can play a major role in this effort. With its presence in Boston as a leader in biotechnology, other biotech companies will follow its lead, and desire to be in Boston. I sincerely hope that Genzyme will locate its new facility in Boston.

If I can be of any assistance in this matter, feel free to call on me.

Sincerely yours,


Michael J. McCormack
Boston City Council



Boston City Council

Brian J. McLaughlin
District 9
725-3113

November 13, 1991

The Honorable Raymond L. Flynn
Mayor of Boston
One City Hall Square
Boston, MA 02201

Dear Mayor Flynn:

I am writing to wholeheartedly support the possible relocation of the Genzyme Corporation to Allston Landing.

As the District City Councillor representing this area, I am extremely pleased about this prospect. Allston is a wonderful community with a rich culture and diversity. It is also very accessible. Allston Landing, in particular, is a great site, adjacent to the Charles River. This location has long been a source of concern for many nearby residents who wanted to ensure that any use of this property should be beneficial and conducive to the neighborhood. I believe the wishes of the community would be met by locating Genzyme at this site.

Boston is renowned for its medical facilities and for the quality of the people employed at these institutions. The City should increase its efforts in the field of biotechnology thereby providing more job opportunities and research activity.

Genzyme can be a leader in this effort and attract other companies as well. I hope that Genzyme Corporation will decide to locate its company at Allston Landing.

As the District City Councillor, I would be happy to provide any assistance to and/or meet with the representatives of Genzyme. Please do not hesitate to call me at 725-3113.

Sincerely,

Brian McLaughlin
City Councillor

cc: Stephen Coyle, Director, B.R.A

BMcL/eo

New City Hall • One City Hall Square • Boston • Massachusetts • 02201

**GUEST
QUARTERS**
SUITE HOTEL

BOSTON/CAMBRIDGE

October 31, 1991

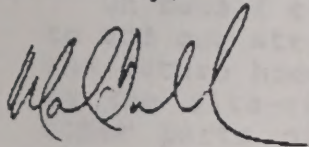
The Honorable Mayor Raymond L. Flynn
Mayor of the City of Boston
Boston City Hall
Boston, MA 02201

Dear Mayor Flynn:

The possibility of Genzyme locating at the Allston Landing site is most desirable.

People that I have spoken with both in the Allston/Brighton Community and our own employees agree that this would greatly benefit our community. I know that you have been working hard to bring the Genzyme facility to the Allston Landing and want you to know that we appreciate and support your efforts.

Sincerely,



Mark Fallon
General Manager

MF/lm

400 Soldiers Field Road
Boston, MA 02134
(617) 783-0090

For nationwide reservations call (800) 424-2900

Massachusetts Building Trades Council

NINE PARK STREET • 5th FLOOR • BOSTON, MA 02108 • 617 / 742-7570 • FAX 617 / 742-0985

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JOSEPH A. DART



November 4, 1991

Mr. Henri A. Termeer, Chairman
Genzyme Corporation
One Kendall Square
Cambridge, MA 02142

RE: Riverfront Research Development Park
Allston Landing
Boston, Massachusetts

Dear Mr. Termeer:

On behalf of the Massachusetts Building Trades Council, I wish to add our strong voice of support to the Allston Landing site as the future home of the Genzyme Corporation. The many advantages to the site-visibility, access to transportation, proximity to other parts of the industry - are well known to us all. As Genzyme is dependent upon the intelligence, creativity and diligence of its work force, the members of the Massachusetts Building Trades Council and its affiliated organizations will offer similar skills in the construction of this new manufacturing facility.

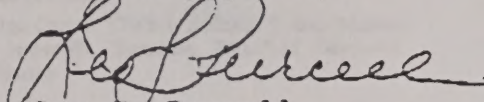
There are undoubtedly many factors being weighed by Genzyme in its decision, not the least of which is the assurance that this highly complex facility will be built by experienced and skilled workers. The quality of work performed during the construction phase will become one of the defining factors in the facility's efficiency and cost effectiveness during the operational phase. It is the labor force that will come to Allston Landing which can demonstrate the experience and skills needed by Genzyme.

In order to be an equal partner in the future of our economy, labor has demonstrated time and again its ability and its willingness to make a contribution towards the common goal of

Building Our Communities the Union Way

stability and growth. We would be eager to provide Genzyme with the type of forward thinking and effective relationship needed to make the Allston Landing site a reality.

Sincerely yours,


Leo J. Purcell
President

LJP/jd

Building and Construction Trades Council of the Metropolitan District

AFFILIATED TO THE

BUILDING AND CONSTRUCTION TRADES DEPARTMENT

AFL-CIO

TERRITORIAL JURISDICTION

Arlington, Boston, Belmont, Brookline, Burlington, Cambridge, Canton, Chelsea, Dedham, Everett, Malden, Medford, Melrose, Milton, Norwood, Reading, Revere, Somerville, Stoneham, Wakefield, Westwood, Winthrop, Winchester, Woburn, and the Islands of Boston Harbor

TELEPHONE
282-0080

645 MORRISSEY BOULEVARD
SUITE 2
BOSTON, MA 02122-3520

November 4, 1991

Mr. Henri A. Termeer, Chairman
The Genzyme Corporation
One Kendall Square
Cambridge, MA 02142

Dear Mr. Termeer:

The Boston Building and Construction Trades Council has watched with great interest the Genzyme Corporation's review process for locating its new manufacturing facility. We take particular interest in the site being offered to Genzyme at Allston Landing and we wish to publicly add our support to your decision to locate in Boston.

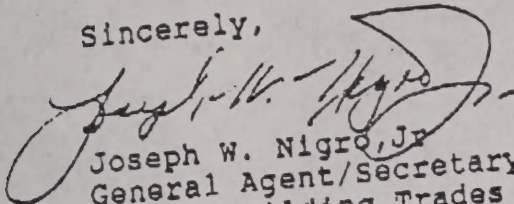
Those of us in the labor movement recognize the critical role that biotechnology industry can play in Boston's continued economic growth and in the state's economic recovery, and labor is justifiable proud of our contributions to that standing. Our highly skilled, well experienced labor force is responsible for such complex and precise work as the 650,000 square feet of research space occupied by the Massachusetts General Hospital in Charlestown. Today the same labor force is hard at work on similar projects at Olmsted Plaza, Brigham and Women's Hospital and the Shriners Burn Center. Here in Boston, we have the skills and the experience to build biotechnology and biomedical facilities right and to build them right the first time. No other labor force in the world can compete with that of Boston in this area.

Those of us in the labor movement recognize that the job of economic growth and economic recovery involves everyone. Our members are now consistently bidding at thirty percent below engineers' estimates in order to keep our work force on the job. When the owners of the Boston Garden sought to negotiate an agreement with labor in order to keep that vital redevelopment project on track, we provided guarantees of a steady, uninterrupted work force and cost containment.

page 2
Mr. Termeer

The Boston Building and Construction Trades Council looks forward to welcoming Genzyme to Allston Landing. We look forward to working with you on your new facility.

Sincerely,



Joseph W. Nigro, Jr.
General Agent/Secretary Treasurer
Boston Building Trades Council

GREATER BOSTON LABOR COUNCIL, AFL-CIO

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PRESIDENT

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ROSLINDALE, MA 02131
Telephone: (617) 524-2717
Fax (617) 524-2623

RICHARD GUINEY

Auditors
JOSEPH NEVINS

JOHN F. O'NEILL

75

November 1, 1991

Mr. Henri A. Termeer
Genzyme Corporation
One Kendall Square
Cambridge, MA 02142

Re: Allston Landing

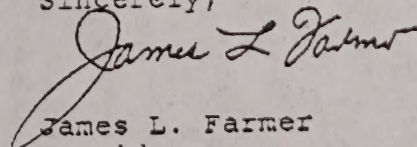
Dear Mr. Termeer:

The Greater Boston Labor Council wishes to add its voice of support towards the Genzyme Corporation's decision to locate its new facility at Allston Landing. The advantages of locating in Boston are many; our work force is ready, willing and able to assist you. The construction of biotechnology facilities is not new to us in Boston and our members possess the skills, the experience and the motivation to build on a timely and cost effective basis.

Genzyme's decision to locate to Allston Landing will send a clear signal throughout the nation that Boston is willing and ready to work. We are ready to again provide the leadership needed to place our economy on firm ground for the remainder of this century and into the next century. Those of us in organized labor will play our part in this effort by competing successfully with other labor forces to bring Genzyme to Allston Landing.

We look forward to working with you.

Sincerely,



James L. Farmer
President
Greater Boston Labor Council,
AFL/CIO

JLF:pvg